

San Gabriel River Discovery Center Authority
11310 Valley Boulevard
El Monte, CA 91731

Board Meeting Materials

June 7, 2006

Board Members

George Cole
Belinda Faustinos
Leon Garcia
Russ Guiney
Sam Pedroza

NOTICE OF PUBLIC MEETING

The public meeting of the
San Gabriel River Discovery Center Authority (SGRDC Authority)
will be held on

Wednesday June 7, 2006 at 3:30 p.m.

at the following location:

**Upper San Gabriel Valley Municipal Water District
11310 Valley Boulevard
El Monte, CA**

AGENDA

1. Roll Call
2. Public Comment
Individuals wishing to comment must fill out a comment card at the meeting for the official record and will be allowed three minutes to speak, and representatives of organizations/agencies will be allowed five minutes to speak. Speaker time may be reduced depending on the number of speakers.
3. Approval of Minutes of the San Gabriel River Discovery Center Authority Board Meeting held March 23, 2006
4. Staff Reports
 - A. Review and discussion of Budget
 - B. Consideration of a resolution approving the San Gabriel River Discovery Center Schematic Design Report
 - C. Project Schedule Update
 - D. Review and discussion of Review and discussion of Schematic Design Cost Plan
 - E. Consideration of resolution supporting The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006.
 - F. Consideration of resolution requesting that the Upper San Gabriel Valley Municipal Water District transfer funds allocated to the San Gabriel River Discovery Center project to the SGRDC Authority.
 - G. Consideration of resolution authorizing the Executive Director to execute and enter into an agreement with Thomas Hacker Architects Inc., for "as needed" services, to provide technical detail for the preparation of the environmental process.
 - H. Consideration of resolution authorizing the Executive Director to participate in five online seminars regarding green building fundraising for the cost of \$600 from the McAdams Group, which specializes in fundraising for green buildings in the United States.
5. Subcommittee Meeting Reports
 - A. Joint Stakeholder Advisory Committee and Design/Display Committee

- B. Outreach Committee
- C. Fundraising Committee
- 6. Oral Communications
 - A. Statements, responses, questions or directions to staff pursuant to Section 54954.2(a) of the Government Code
 - B. Future agenda items
- 7. Announcement of next meeting (July 20,2006 @ 3 PM @ USGVMWD)
- 8. Adjournment upon completion of business

Public participation is welcome on any agenda item. Members of the public wishing to address the Governing Body on any item should address the President of the Authority in advance of the meeting. Questions about the agenda items should be addressed to Valorie Shatynski at (626) 458-7174.

Note: In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in the meeting, including auxiliary aids or services, please contact the Board Executive Director at (626) 458-7174 at least 3 days prior to the meeting.

San Gabriel River Discovery Center Authority

June 7, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Director

Subject: Agenda Item 3. Approval of Minutes of the San Gabriel River
Discovery Center Authority Board Meeting held on March 23,
2006.

Recommendation: Staff recommends approval of the March 23, 2006 Minutes
of the San Gabriel River Discovery Center Authority Board.

**MEETING MINUTES OF THE
SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY
HELD AT THE OFFICES OF THE
UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
11310 VALLEY BLVD., EL MONTE, CALIFORNIA
3:00 O'CLOCK P.M. –March 23, 2006**

1. CALL TO ORDER:

The San Gabriel River Discovery Center Authority meeting was held at the offices of the Upper San Gabriel Valley Municipal Water District, 11310 E. Valley Blvd., El Monte, California on March 23, 2006 and was called to order at 3:00 p.m. by President Belinda Faustinos

MEMBERS PRESENT:

President Belinda Faustinos, Rivers and Mountains Conservancy, Vice-President Russ Guiney; L.A County Department of Parks and Recreation, Sam Pedroza, SGRDC Stakeholder Committee, Leon Garcia, Upper San Gabriel Valley Municipal Water District, Robert Apodaca, Central Basin Municipal Water District

MEMBERS ABSENT:

None

STAFF PRESENT:

Valorie Shatynski, Executive Director, Jeff Yann, Project Manager, Richard Padilla, General Counsel

OTHERS PRESENT:

Phil Serpa, U.S. Army Corps of Engineers, Patrick Reynolds, LA County Dept. of Parks and Recreation, Dan Horan, Three Valleys Municipal Water District, Kimel Conway, LA County Dept. of Parks and Recreation, Mike Duran, Citizens Business Bank, Art Aguilar, Central Basin Municipal Water District

2. ADMINISTRATION OF OATH OF OFFICE

Mr. Padilla administered the oath of office to Alternate Board Member Robert Apodaca.

3. PUBLIC COMMENT ON AGENDA ITEMS

No comments were provided by members of the public.

4. APPROVAL OF MINUTES OF THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY MEETING HELD JANUARY 26, 2006

The minutes of the January 26, 2006 meeting was approved on motion of Mr. Guiney, seconded by Mr. Garcia.

5. STAFF REPORTS

A. Adopt a Resolution of the Governing Board of the San Gabriel River Discovery Center Authority which authorizes the Executive Director execute and enter into agreements for the retention of temporary administrative support personnel

Recommendation: That the Governing Board for the San Gabriel River Discovery Center Authority adopt the resolution to authorize the Executive Director to execute and enter into agreements for the retention of temporary administrative support personnel.

Ms. Shatynski stated that, in order to carry out the business of the Authority, it is necessary to engage the services of administrative/clerical support personnel. Currently these services are provided via the agreement between Kelly Temporary Services and the Upper San Gabriel Valley Municipal Water District (USGVMWD), in behalf of the Authority. This action will allow the Authority to enter into its own agreement with Kelly Services or another such agency, or if necessary, to engage the services of a student. This agreement would be consistent with the provisions of the JPA Agreement and the line item of the Authority's adopted budget for services of this type.

On motion of Mr. Guiney, seconded by Mr. Garcia, the resolution to authorize the Executive Director to enter into an agreement for temporary personnel was unanimously approved by the Board.

B. Adopt a resolution to ratify the corrected Stakeholder Committee members list for The SGRDC Authority

Recommendation: In accordance with the conditions of the Joint Powers Agreement for the Authority, the Board must correct/update as necessary, and adopt a resolution to ratify the corrected Stakeholder Committee member listing for the Authority.

Ms. Shatynski explained that the Stakeholder Committee list which the Board adopted at the January 26, 2006 meeting required corrections and updates. Specifically, member Andrea Gullo was incorrectly listed as a representative of the Wildlife Corridor Conservation Authority, and is actually the representative for the Puente Hills Landfill Native Habitat Preservation Authority. Secondly, Jerry Burke, listed as one of the two representatives of the Department of Public Works has left that agency. His name has been removed. The Department of Public Works will continue to be represented by Robert Gomez, previously included on the member listing.

Mr. Yann noted that the Sierra Club and Whittier Audubon Representatives on the list are alternates, as the primary representatives are no longer with those organizations.

Mr. Pedroza stated that as Chair of the Stakeholder Committee, he recommends a Vice Chair be elected at the next Stakeholder Committee meeting. Mr. Garcia suggested also seeking a representative on the Stakeholder Committee from Senator Romero's office.

On motion of Mr. Garcia, seconded by Mr. Pedroza, the resolution to ratify the corrected Stakeholder Committee member list was unanimously adopted.

C. Discussion and action on revised review and approval schedule for the schematic design plans

Recommendation: Adopt a resolution to approve the Revised Review and Approval Schedule for the schematic design plans

Ms. Shatynski presented a revised schedule for review and approval of project design documents. This revision was developed to accommodate additional time needed to make revisions to the Schematic Design Report due to the volume of comments received from participant organizations and stakeholders. The report was issued on January 26 for a 30-day review period.

The revised target date for the next joint meeting of the Stakeholder Committee and Design Committee will be April 13, 2006. The report will be presented to the Board at its meeting on April 27th. The cost estimate will be reviewed independently by participant organizations during April.

On motion of Mr. Garcia, seconded by Mr. Pedroza, the resolution adopting the revised review and approval schedule for the schematic design plans was approved by the Board members, with the exception of Mr. Apodaca, who was not present for the vote.

D. Adopt a resolution of the Governing Board of the San Gabriel River Discovery Center Authority authorizing the Executive Director to establish a bank account on the Authority's behalf and further authorizing the Executive Director to undertake certain other administrative tasks necessary to the day-to-day operations of the Authority

Recommendation: Adopt a resolution authorizing the Executive Director to establish a bank account on the Authority's behalf and further authorizing the Executive Director to undertake certain other administrative tasks necessary for the day-to-day operations of the Authority, and authorize two individuals as designees for the Authority for banking matters.

Ms. Shatynski stated that It is necessary for the Authority to establish a bank account to conduct business authorized by the JPA agreement for the San Gabriel River Discovery Center. The JPA agreement designated Upper San Gabriel Valley Municipal Water District (USGVMWD) to be the Fiscal Agent of the Authority. As a result, it will be most expedient to establish the Authority bank account with Citizens Business Bank, as this is the bank utilized by USGVMWD. This will facilitate the management of Authority funds and provide a mechanism for the routine deposit and/or disbursement of said funds as necessary. Citizens Business Bank provides basic banking; investment and funds management services as well as wire transfers and comparable funds transfer services.

Ms. Shatynski also explained that the Authority Board needs to select two designees (possibly George Cole, Authority Board Member, and Al Contreras, Authority Treasurer), or other designees as desired by the Board. These designees will be authorized to carry out the following duties:

- execute agreements with the Bank providing for services and funds transfers;
- to determine from time to time who on behalf of the Authority shall be authorized to direct the Bank to transfer the funds of the Authority;
- to designate who is authorized to withdraw funds, initiate payment orders, execute service agreements and otherwise give instructions on behalf of the Authority with respect to its funds and accounts, and;
- to perform or cause to be performed all further acts and execute and deliver all further instruments which Bank may deem necessary to carry out the purpose of these resolutions.

The Board agreed to designate Mr. Cole and Mr. Contreras. The Board discussed placing a limit for check co-signatures, to ease day to day operations and agreed that one signature would be allowed for check amounts under \$10,000. For checks \$10,000 and over, two signatures would be required. Mr. Padilla stated that the Board could authorize these changes to the resolution, as reflected in the minutes of the meeting.

On motion of Mr. Guiney, seconded by Mr. Garcia, the resolution authorizing the Executive Director to establish a bank account on the Authority's behalf and further authorizing the Executive Director to undertake certain other administrative tasks necessary to the day-to-day operations of the Authority, and authorize Mr. Cole and Mr. Contreras to be the two individuals as designees for the Authority for banking matters, and adopt the resolution with revisions incorporating details regarding signatures required for checking as follows: one signature would be allowed for check amounts under \$10,000. For checks \$10,000 and over, two signatures would be required. This resolution was unanimously approved.

E. Budget Update

Recommendation: Receive and file the updated budget contained in this staff report.

Ms. Shatynski stated that funds for the Discovery Center are currently held by the USGVMWD in behalf of the Authority, and that once the bank account is established for the Authority, these funds will be transferred. Ms. Shatynski gave an update on the fund balance and expenses shown in the Staff Report exhibits

Ms. Faustinos thanked the USGVMWD and their staff for their continued support for the project by providing fiscal services as services in kind. The Board members agreed.

On motion of Mr. Garcia, seconded by Mr. Pedroza, the Board members unanimously agreed to receive and file the updated budget and related staff report.

6. SUBCOMMITTEE MEETING REPORTS

- A. Joint Stakeholder Advisory Committee and Design/Display Committee-Next meeting date: April 13th, 2006**
 - 1.) Minutes of February 2, 2006 meeting attached**
- B. Outreach Committee- next meeting date: to be determined**
- C. Fundraising Committee- next meeting date: to be determined**

7. ORAL COMMUNICATIONS

- A. Statements, response, questions or directions to staff pursuant to section 54954.2 of The Government Code**

Ms. Faustinos provided an update regarding a potential Initiative measure for the November ballot which would include funding for educational facilities like the Discovery Center. She further suggested the board pursue support at its next meeting for funding from the Federal Government.

8. FUTURE AGENDA ITEMS

Mr. Garcia requested staff provide an analysis of funding at the next meeting

9. ANNOUNCEMENT OF NEXT MEETING: (APRIL 27, 2006, 3PM @ USGVMWD)

10. MEETING WAS ADJOURNED AT 4PM

President

San Gabriel River Discovery Center Authority

June 7, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Director

Subject: Agenda Item 4.A. Budget Update

Recommendation:

Receive and file the updated budget contained in this staff report.

Funds for the Discovery Center have been held by the Upper San Gabriel Valley Municipal Valley Water District (USGVMWD) on behalf of the Authority, while the bank account can be established for the Authority. At this time, the bank account is in place and transfer of the funds will occur during June, 2006.

The fund beginning balance as of October 31, 2005 was \$163,426, not including the contribution committed by Central Basin Municipal Water District for \$200,000. This amount has been forwarded to the Authority, and will be deposited into the new account. Central Basin also contributed \$50,000 as restricted funds, to be used for the constructed wetland. The RMC Grant funds available for planning of \$600,000 is a reimbursement grant, so those funds are not included in the \$163,426.

A reimbursement submittal has been prepared in the amount of \$96,377.83. This will be processed during the month of June, which will increase the balance of the account in the same amount, less the required 10% withholding required by the State.

As of May 16th, 2006, the actual ending balance of the fund was \$21,090.00. Again, this amount does not include the Central Basin Municipal Water District funds of \$200,000. Additionally, the \$600,000 available from the RMC grant for planning activities will be tapped for reimbursement of allowable expenses as the project progresses.

Expenses paid during the period of March 7, 2006 through May 16, 2006 totals \$59,946.00. The detailed expenditures are shown on the attached Exhibit A.

June 7, 2006, Agenda Item 4.A.
Exhibit A
SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY
Expenses Paid March 8, 2006 through May 16, 2006

Expenses PAID March 8 - May 16, 2006		Period Actual Costs	Fund Balance* \$80,956	Contributed (RMC/LACO)
A/E Complete Phase I		\$49,777	\$31,179	
Phase I Site Survey report		\$2,500	\$28,679	
A/E Support – Environmental/Fundraising		\$0	\$28,679	
Geotech/HazMat		\$0	\$28,679	
Admin Assistant		\$3,507	\$25,172	
Project Mgr 25hr/wk		\$0	\$25,172	
Project Mgr 12hr/wk		\$2,940	\$22,232	
Executive Director (RMC)	3-11 to 3-31= 51 hrs.		\$22,232	\$2,142
	April = 77 hours		\$22,232	\$3,234
Overhead		\$47	\$22,185	
Environmental Process (LA County)	To be Determined		\$22,185	TBD
Legal fees		\$1,175	\$21,010	
Fundraising Activities		\$0	\$21,010	
Permit Filing		\$0	\$21,010	
Lobby/Federal Approp.		\$0	\$21,010	
Insurance/Bonds		\$0	\$21,010	
Assoc. Memberships		\$0	\$21,010	
Contributions -Mesa Robles school	donated \$80		\$21,090	
	TOTAL	\$59,946		\$5,376
	Ending Balance 5/16/06		\$21,090	

*Not including \$200,000 CBMWD, \$600,000 RMC

San Gabriel River Discovery Center Authority

June 7, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Director

Subject: Agenda Item 4.B. Consideration of a resolution approving the San Gabriel River Discovery Center Schematic Design Report

Recommendation:

Adopt a resolution approving the San Gabriel River Discovery Center Schematic Design Report

Background:

The Discovery Center Schematic Design Report (Report) has been produced to document the process and outcomes of the visioning and collaborative design efforts through the history of the Discovery Center project. The report is intended to provide information for use in the environmental review process, as well as the basis for creating fundraising materials.

The DRAFT Schematic Design Report (DRAFT Report) was released to the Board Authority, the Design/Display Committee, and the Stakeholder Advisory Committee on January 26, 2006. The DRAFT Report incorporated all comments and approvals made through January 5, 2006 on the design package for the Discovery Center. All parties requested and were granted a full 30day review period, with a deadline for comments to be returned to the Executive Director no later than February 28, 2006.

A joint review of the DRAFT Report and the workshop materials from the January 26th, 2006 Board meeting was provided for the Design/Display Committee and the Stakeholder Advisory Committee on February 2, 2006.

Following the receipt of comments on February 28th, the architect/engineering team worked to review the comments and incorporate changes as appropriate into the DRAFT Report. It was anticipated that the revised DRAFT Report would then be reviewed at a joint meeting for the Design/Display Committee and the Stakeholder Advisory Committee on March 9, 2006, at which time they would make a recommendation to the Authority Board for approval or suggestion further input on the revised DRAFT Report.

The joint committee meeting planned for March 9th was cancelled, as the architect, Executive Director and Authority Board staff members continued to work on appropriate revisions to the DRAFT Report, in response to the substantive comments received on February 28th. This included the efforts of

the Executive Director to obtain detailed planned/anticipated activities and uses for the Discovery Center from the JPA partners. These defined uses form the “programming” information for the Discovery Center, which is now included as an Appendix in the report. Previous meetings held by the architect did collect general programming information, but not to the level of detail to allow the basis for estimates of staffing, operations, maintenance and necessary resources to meet the needs of the JPA partners.

During May, the Executive Director held a series of working sessions with the Department of Parks and Recreation team to fully review and provide quality assurance on the information in the document. These sessions resulted in corrections/revisions to graphics and description of existing conditions, typographical errors, etc.

The resulting Report was delivered to the JPA team on May 24, 2006. At that time, it was distributed via online access and/or in hard copy as requested, to the JPA partner staff members, Stakeholders and participating parties.

On June 1, 2006, a joint Stakeholder Advisory Committee and Design/Display Committee meeting was held to receive any final, major comments. Concerns received prior to, during, and following the meeting (as of 6/2/06) regarding this version of the document are summarized as follows:

- Ensuring that the Executive Summary and the document as a whole reflect the importance of the Whittier Narrows Natural Area within the San Gabriel River (SGR) Watershed as a whole, and that exhibits in the Discovery Center educate the visitor about the entire watershed.
- Changing photographs to include photos of flora and fauna found within the SGR Watershed.
- Standardizing references to trails throughout the document, and use of the wording “multi-purpose” rather than “multi-modal,” where that term is used in the document.
- Deletion of reference to the picnic area near the Outdoor Covered Classroom, so as to reduce the impacts to the nearby constructed wetland.
- Review of appropriate level of storage space, a concern noted by an attendee who had not been in previous meetings where this had been resolved.

- Suggestion of collapsible book shelves to provide higher security, as books have been stolen from the Whittier Narrows Nature Center recently.
- Highlight the Discovery Center's Mission Statement in the document.
- Concern regarding potential removal of two sycamore trees and several other native trees in relation to the site construction. This comment will be thoroughly addressed during the environmental process, according to the LA Department of Parks and Recreation staff.
- Concern regarding the calculation of parking capacity. This item is under review with the architect.
- Update Project Schedule on Page 11 (environmental review was targeted to begin January 2006, but commenced in May 2006.)

All of the above comments will be addressed in the final cleanup of the Report, which will occur immediately.

The Executive Director requested that all comments be delivered prior to the Board Authority meeting on June 7th, to allow review and discussion with the Board.

Provided the Board finds all comments acceptable, the recommendation is that the Authority Board direct the Executive Director to have these final changes made, and to approve the Report and consider it final, as the record of the Schematic Design process for the San Gabriel River Discovery Center, which shall be used as the basis for environmental impact report to be completed for this project. Further, this design plan will be used to begin fundraising efforts for the project.

June 7, 2006, Agenda Item 4.B.

RESOLUTION 2006-10

RESOLUTION OF THE SAN GABRIEL RIVER DISCOVERY CENTER
AUTHORITY TO APPROVE THE SAN GABRIEL RIVER DISCOVERY
CENTER SCHEMATIC DESIGN REPORT

WHEREAS, the San Gabriel River Discovery Center Authority (Authority) has been established between The County of Los Angeles, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the Upper San Gabriel Valley Municipal Water District, and The Central Basin Municipal Water District to facilitate the planning, development, construction and operation of the San Gabriel River Discovery Center;

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

Therefore be it resolved, that the Authority hereby:

1. FINDS that this action is consistent with the purposes and objectives of the Authority.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS the staff report dated June 7, 2006.
4. APPROVES the San Gabriel River Discovery Center Schematic Design Report.

~ End of Resolution ~

Passed and Adopted by the Board of the SAN GABRIEL RIVER DISCOVERY
CENTER AUTHORITY on June 7, 2006.

President

San Gabriel River Discovery Center Authority

June 7, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Director and,
Joan Rupert, Environmental Section Head, LADPR

Subject: Agenda Item 4.C. Project Schedule Update

This item will be covered by Ms. Shatynski and Ms. Joan Rupert, of the Los Angeles County Department of Parks and Recreation (LADPR), in her presentation to the Board.

Recommendation:

Receive and file the Project Schedule Update in this staff report.

Background:

The Review and Approval Schedule was adopted by the Authority Board at its January 26, 2006 meeting. The Schedule tracked meeting dates for the Design/Display Committee, the Stakeholder Advisory Committee and the Steering Committee. The schedule documents the history of distribution, review and approval dates of plans and materials for the Discovery Center Schematic Design process.

At this time, the Schematic Design process is complete. We are now moving forward into the environmental review and fundraising phases. During the next month a new schedule with milestones will be established, for review and approval by the Board in its July meeting.

(Joan Rupert) - The lead on the environmental review process is LA DPR. This phase is projected to last approximately 18 months, beginning May 2006 – October 2007.

(Valorie Shatynski) – The fundraising timeline spans from October 2005 through November 2007. At this time, preliminary conversations have occurred with all JPA partners and the Stakeholders, to begin the formulation of a Fundraising Strategy. The fundraising efforts will be pursued in earnest, beginning with the Stakeholder's meeting on July 6, 2006.

Construction documentation is projected to begin in August 2007 through December 2008. The anticipated start of construction in December 2008, lasting through June, 2010.

San Gabriel River Discovery Center Authority

June 7, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Director

Subject: Agenda Item 4.D Review and discussion of Schematic Design Cost Plan

Recommendation:

Receive and file the Schematic Design Cost Plan summarized in this staff report.

Background:

Thomas Hacker Architects subcontracted the Santa Monica firm Davis Langdon, to conduct the Schematic Design Cost Plan for the Discovery Center.

The estimate was prepared in February 2006 dollars then escalated to January 2009 dollars. This provides an estimate of costs at the projected time construction for the Discovery Center. The escalated costs include a 10% contingency for development of design. The rate of escalation from 2006 to 2009 dollars is 20.44%.

The total 2006 cost for the Discovery Center Building and Exhibits, special foundation allowance, Maintenance Building, Covered Outdoor Classroom, site work (including parking lot and trails connecting these facilities), and a 40% allowance for soft costs is \$22.5 million. Escalated to January 2009, the cost is \$27.9 million. A summary of the cost estimate is attached as Exhibit A.

A separate packet with the complete cost estimate has been provided to the Board members, and is available upon request from the Executive Director.

The Life Cycle Cost Benefit Analysis and estimate of Operation and Maintenance costs will be presented to Board at the next meeting

All green building construction items included in the cost plan are essential to obtaining the LEED Platinum certification. Grants, tax credits and rebates are available from State and Federal sources for some green building components, and identifying these items will be a key part of the fundraising effort.

A comparison to several other projects is included as Exhibit B. Thomas Hacker Architects and Davis Langdon are preparing additional comparison information which will be available for the Board's review at the next meeting.

Exhibit A
Item 4.D.
Cost Estimate Summary

Anticipated building cost in today's \$ M
Escalation to January 2009 M

Schematic Design Cost Plan Elements	Gross Floor Area	2009 Cost per Square Foot	February 2006 Cost (1)	January 2009 Cost (2)
Discovery Center Building, pages 8-17	19,608	\$493.18	\$7,299,078	\$9,670,273
Includes Enclosed Area	18,230			
Includes 1/2 Covered Area (total 2,755 SF)	1,378			
Maintenance Building, pages 18-22	1,314	\$274.22	\$272,287	\$360,325
Covered Outdoor Classroom, pages 23-27	768	\$520.70	\$301,901	\$399,898
Sub-Total Building Construction	21,694	\$480.79	\$7,873,266	\$10,430,496
Allowance for Special Foundations (Appdx B)			\$1,381,000	\$1,381,000
Soils analysis required to determine need				
Sitework, pages 28-31		\$41.04	\$3,903,480	\$5,171,040
Total Bldg & Sitework Construction			\$13,157,746	\$16,982,536
Soft Cost 40% of Total Bldg/Sitework (3)			\$5,263,098	\$6,793,014
Total Bldg & Sitework & Soft Costs			\$18,420,844	\$23,775,551
Exhibit Budget High Range (Appdx A)			\$4,084,000	\$4,084,000
Includes 7.5% escalation, 10% contingency & 10% installation				
Total Bldg & Sitework & Soft Costs & High Range Exhibit & Special Foundations			\$22,504,844	\$27,859,551
(1) Includes compounded General Conditions @ 10% & Contractor's Overhead & Profit @ 4%. Does NOT include 10% Design Development Contingency				
(2) Includes 10% Design Development Contingency & Escalation @ 20.44%				
(3) Based on THA soft costing for Monterey Bay National Marine Sanctuary which had LESS extensive sitework than SGRDC. A Soft Cost Estimate can be conducted with assistance of County and/or independently by Davis Langdon for ~\$2,500				

**Exhibit B
Item 4.D**

Cost Estimate Comparisons

LEED BUILDING COMPARISONS

DISCOVERY CENTER (Schematic Design Stage)

\$480.79 per square foot in January 2009 dollars
LEED Platinum Design

DEB CENTER (completed)

+\$550 per square foot in January 2009 dollars
LEED Platinum Design (does not have rammed earth walls)

MONTEREY BAY NATIONAL MARINE SANCTUARY, Santa Cruz, CA (Conceptual Design Stage)

\$413 per square foot in January 2009 dollars.
LEED Platinum or Silver Design

NOTE: Similar buildings to Discovery Center. This project is not yet built. Estimate based upon Conceptual Design Costs (earlier or similar stage to SGRDCA)

NON-LEED BUILDING COMPARISONS

CABRILLO MARINE AQUARIUM, Laboratory Building (Construction Design Stage)

\$405 per square foot in January 2009 dollars
Typical construction, i.e., wood frame/plywood, etc., project not yet built. Construction Cost Estimate (more developed plans than ours).

TURTLE BAY CENTER, Redding, CA (Schematic Design Stage)

\$370 per square foot in January 2009 dollars.
Similar components as Discovery Center, same exhibit designers (Aldrich-Pears). \

Above information provided by Thomas Hacker Architects, Inc., March 2006

Supporting information:

- Life Cycle Cost Benefit Analysis will be brought to Board in July, 2006
- O & M costs will be brought to the Board in July, 2006
- Grants, tax credits and rebates are available from State and Federal sources for some green building components. THA estimates possibly several million.

San Gabriel River Discovery Center Authority

June 7, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Director

Subject: Agenda Item 4.E. Consideration of resolution supporting The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006

Recommendation:

Adopt a resolution supporting The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006

Background:

An initiative called The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 has received more than double the necessary signatures to qualify for the November ballot. This initiative includes \$100 million in funding for development of nature education opportunities at institutions including natural history museums, aquariums, research facilities and botanical gardens. The Discovery Center would certainly qualify for this funding.

Highlights of the initiative are attached as Exhibit A, and the full measure is attached as Exhibit B.

Staff recommends support of this initiative measure and recommends adoption of the attached resolution.

**Item 4.E.
Exhibit A**

Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. \$5.388 billion.

Safe Drinking Water and Water Quality Projects \$1.525

- Emergency Safe Drinking Water projects \$10m
- Small Community Drinking Water Systems Grants \$180m
- Safe Drinking Water Revolving Fund \$50m
- State Water Pollution Revolving Fund \$80m
- Integrated Regional Water Management \$1b
 - North Coast Region \$37m, SF Bay Region \$138m, Central Coast Region \$52m, Los Angeles Region \$215m, Santa Ana Region \$114m, San Diego Region \$91m, Sacramento River Region \$73m, San Joaquin River Region \$57m, Tulare/Kern (Tulare Lake) Region \$60m, North/South Lahontan Region \$27m, Colorado River Basin Region \$36m, Inter-regional, state-wide \$100m
- Groundwater pollution prevention revolving fund \$60m
- Delta Water Quality \$130m
- Agricultural Wastewater Clean-up \$15m

Flood Control \$800m

- Floodplain mapping \$30m
- Flood Control \$275m
 - Inspection and evaluation of levees and facilities, Flood control improvements/critical bank and erosion repair, Emergency response capability, Mitigation and infrastructure relocation costs
- Flood Corridor Program \$40m
- Delta Levees \$275m
 - Emergency preparedness, Delta levee maintenance subventions, Special flood protection projects, Subventions \$180m

Statewide Water Planning and Design \$65m

- Planning and Feasibility Studies \$65m
 - Evaluation of climate change impacts on flood and water systems, Surface storage planning and feasibility (CALFED), Flood protection improvement, Other studies related to integration of flood/water systems

Protection of Rivers, Lakes and Streams \$928m

- Environmental Conflicts Related to Water Projects \$180m
 - Bay Delta Natural Community Conservation Plan \$20m, Coastal Salmon and Steelhead \$45m, CALFED Ecosystem Restoration Program and other
- Colorado River (QSA) \$90m

Quantification Settlement Agreement implementation (canal lining) \$36m, Lower Colorado Multi-Species Conservation Plan \$7m, Salton Sea Restoration \$47m

- Public access to state water projects (State's obligation) \$54m
- River Parkways \$72m (up to \$10m to DOC for watershed coordinators)
- Urban Streams \$18m
- LA/San Gabriel Rivers \$72m, San Joaquin River \$36m, Coachella/Desert Area \$36m, Santa Ana River \$45m, Sierra Nevada Rivers \$54m, Lake Tahoe \$36m
- Restoration/Conservation projects (CCC) \$45m
- Stormwater cleanup (TMDLs) \$90m
- San Joaquin River Restoration \$100m

Wildlife and Forest Conservation \$450m

- Forests \$180m
- Wildlife \$135m
- Natural Community Conservation Plans (planning and implementation) \$90m
- Working Landscapes \$45m
 - Grazing land \$15m, Oak Woodlands \$15m, Farmland Conservancy Program \$10m, Wildlife Stewardship Grants: \$5m

Beaches, Bays and Coastal Protection \$540m

- Clean Beaches (coastal stormwater/TMDLs) \$90m
- Bays \$225m
 - San Francisco Bay \$108m, Monterey Bay \$45m, Santa Monica Bay Watersheds \$45m, San Diego Bay \$27m
- State Coastal Conservancy \$135m
- Ocean Protection Trust Fund \$90m

Parks and Nature Centers \$500m

- State Parks \$400m
- Nature Education Centers, Museums and Aquariums \$100m

Sustainable Communities \$580m

- Urban Greening and Joint Use Projects \$90m
- Local and Regional Parks \$400m
- Planning and Incentives for Resource Conservation \$90m

Item 4.E
Exhibit B

Section. 1: Division 43 is added to the Public Resources Code to read:

**Division 43. THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL,
RIVER AND COASTAL PROTECTION BOND ACT OF 2006**

Chapter 1. General Provisions

75001. This Division shall be known and may be cited as the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

75002. The people of California find and declare that protecting the state's drinking water and water resources is vital to the public health, the state's economy, and the environment.

75002.5. The people of California further find and declare that the state's waters are vulnerable to contamination by dangerous bacteria, polluted runoff, toxic chemicals, damage from catastrophic floods and the demands of a growing population. Therefore, actions must be taken to ensure safe drinking water and a reliable supply of water for farms, cities and businesses, as well as to protect California's rivers, lakes, streams, beaches, bays and coastal waters, for this and future generations.

75003. The people of California further find and declare that it is necessary and in the public interest to do all of the following:

- (a) Ensure that safe drinking water is available to all Californians by:
 - (1) Providing for emergency assistance to communities with contaminated sources of drinking water.
 - (2) Assisting small communities in making the improvements needed in their water systems to clean up and protect their drinking water from contamination.
 - (3) Providing grants and loans for safe drinking water and water pollution prevention projects.
 - (4) Protecting the water quality of the Sacramento-San Joaquin Delta, a key source of drinking water for 23 million Californians.
 - (5) Assisting each region of the state in improving local water supply reliability and water quality.
 - (6) Resolving water-related conflicts, improving local and regional water self-sufficiency and reducing reliance on imported water.
- (b) Protect the public from catastrophic floods by identifying and mapping the areas most at risk, inspecting and repairing levees and flood control facilities, and reducing the long-term costs of flood management, reducing future flood risk and maximizing public benefits by planning, designing and implementing multi-objective flood corridor projects.
- (c) Protect the rivers, lakes and streams of the state from pollution, loss of water quality, and destruction of fish and wildlife habitat.
- (d) Protect the beaches, bays and coastal waters of the state for future generations.
- (e) Revitalizing our communities and making them more sustainable and livable by investing in sound land use planning, local parks and urban greening.

75003.5. The people of California further find and declare that the growth in population of the state and the impacts of climate change pose significant challenges. These challenges must be addressed through careful planning and through improvements in land use and water management that both reduce contributions to global warming and improve the adaptability of our water and flood control systems. Improvements include better integration of water supply, water quality, flood control and ecosystem protection, as well greater water use efficiency and conservation to reduce energy consumption.

75004. It is the intent of the people that investment of public funds pursuant to this division should result in public benefits.

75005. As used in this division, the following terms have the following meanings:

(a) "Acquisition" means the acquisition of a fee interest or any other interest in real property including easements, leases and development rights.

(b) "Board" means the Wildlife Conservation Board.

(c) "California Water Plan" means the California Water Plan Update Bulletin 160-05 and subsequent revisions and amendments.

(d) "Delta" means the Sacramento-San Joaquin River delta.

(e) "Department" means the Department of Water Resources.

(f) "Development" includes, but is not limited to the physical improvement of real property including the construction of facilities or structures.

(g) "Disadvantaged community" means a community with a median household income less than 80% of the statewide average. "Severely disadvantaged community" means a community with a median household income less than 60% of the statewide average.

(h) "Fund" means the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006.

(i) "Interpretation" includes, but is not limited to, a visitor serving amenity that educates and communicates the significance and value of natural, historical, and cultural resources in a way that increases the understanding and enjoyment of these resources and that may utilize the expertise of a naturalist or other specialist skilled at educational interpretation.

(j) "Local conservation corps" means a program operated by a public agency or nonprofit organization that meets the requirements of Section 14406.

(k) "Nonprofit organization" means any nonprofit corporation qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.

(l) "Preservation" means rehabilitation, stabilization, restoration, development, and reconstruction, or any combination of those activities.

(m) "Protection" means those actions necessary to prevent harm or damage to persons, property or natural resources or those actions necessary to allow the continued use and enjoyment of property or natural resources and includes acquisition, development, restoration, preservation and interpretation.

(n) "Restoration" means the improvement of physical structures or facilities and, in the case of natural systems and landscape features includes, but is not limited to, projects for the control of erosion, the control and elimination of exotic species, prescribed burning, fuel hazard reduction, fencing out threats to existing or restored natural resources, road elimination, and other plant and wildlife habitat improvement to increase the natural system value of the property. Restoration projects shall include the planning, monitoring and reporting necessary to ensure successful implementation of the project objectives.

(o) "Secretary" means the Secretary of the Resources Agency.

(p) "State Board" means the State Water Resources Control Board.

75009. The proceeds of bonds issued and sold pursuant to this division shall be deposited in the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006, which is hereby created. Except as specifically provided in this division the money shall be available for appropriation by the Legislature, in the manner and for the purposes set forth in this division in accordance with the following schedule:

(a) The sum of one billion five hundred twenty five million dollars (\$1,525,000,000) for safe drinking water, water quality and other water projects in accordance with the provisions of Chapter 2.

(b) The sum of eight hundred million dollars (\$800,000,000) for flood control projects in accordance with the provisions of Chapter 3.

(c) The sum of sixty five million dollars (\$65,000,000) for statewide water management in accordance with the provisions of Chapter 4.

(d) The sum of nine hundred twenty eight million dollars (\$928,000,000) for the protection of rivers, lakes and streams in accordance with the provisions of Chapter 5.

(e) The sum of four hundred fifty million dollars (\$450,000,000) for forest and wildlife conservation in accordance with the provisions of Chapter 6.

(f) The sum of five hundred forty million dollars (\$540,000,000) for the protection of beaches, bays, and coastal waters and watersheds in accordance with the provisions of Chapter 7.

(g) The sum of five hundred million dollars (\$500,000,000) for state parks and nature education facilities in accordance with Chapter 8.

(h) The sum of five hundred eighty million dollars (\$580,000,000) for sustainable communities and climate change reduction projects in accordance with Chapter 9.

Chapter 2. Safe Drinking Water and Water Quality Projects

75020. This chapter is intended to provide the funds necessary to address the most critical water needs of the state including the provision of safe drinking water to all Californians, the protection of water quality and the environment, and the improvement of water supply reliability.

75021. (a) The sum of ten million dollars (\$10,000,000) shall be available to the Department of Health Services for grants and direct expenditures to fund emergency and urgent actions to ensure that safe drinking water supplies are available to all Californians. Eligible projects include, but are not limited to, the following:

(1) Providing alternate water supplies including bottled water where necessary to protect public health.

(2) Improvements in existing water systems necessary to prevent contamination or provide other sources of safe drinking water including replacement wells.

(3) Establishing connections to an adjacent water system.

(4) Design, purchase, installation and initial operation costs for water treatment equipment and systems.

(b) Grants and expenditures shall not exceed \$250,000 per project.

(c) Direct expenditures for the purposes of this section shall be exempt from contracting and procurement requirements to the extent necessary to take immediate action to protect public health and safety.

75022. The sum of one hundred eighty million dollars (\$180,000,000) shall be available to the Department of Health Services for grants for small community drinking water system infrastructure improvements and related actions to meet safe drinking water standards. Priority shall be given to projects that address chemical and nitrate contaminants, other health hazards and by whether the community is disadvantaged or severely disadvantaged. Special consideration shall be given to small communities with limited financial resources. Eligible recipients include public agencies and incorporated mutual water companies that serve disadvantaged communities. The Department of Health Services may make grants for the purpose of financing feasibility studies and to meet the eligibility requirements for a construction grant. Construction grants shall be limited to \$5,000,000 per project and not more than twenty five percent of a grant may be awarded in advance of actual expenditures. The Department of Health Services may expend up to \$5,000,000 of the funds allocated in this section for technical assistance to eligible communities.

75023. For the purpose of providing the state share needed to leverage federal funds to assist communities in providing safe drinking water, the sum of fifty million dollars (\$50,000,000) shall be available for deposit into the Safe Drinking Water State Revolving Fund (Section 116760.30 of the Health and Safety Code).

75024. For the purpose of providing the state share needed to leverage federal funds to assist communities in making those infrastructure investments necessary to prevent pollution of drinking water

sources, the sum of eighty million dollars (\$80,000,000) shall be available for deposit into the State Water Pollution Control Revolving Fund (Section 13477 of the Water Code).

75025. The sum of sixty million dollars (\$60,000,000) shall be available to the Department of Health Services for the purpose of loans and grants for projects to prevent or reduce contamination of groundwater that serves as a source of drinking water. The Department of Health Services shall require repayment for costs that are subsequently recovered from parties responsible for the contamination. The Legislature may enact legislation necessary to implement this section.

75026. (a) The sum of one billion dollars (\$1,000,000,000) shall be available to the department for grants for projects that assist local public agencies to meet the long term water needs of the state including the delivery of safe drinking water and the protection of water quality and the environment. Eligible projects must implement integrated regional water management plans that meet the requirements of this section. Integrated regional water management plans shall identify and address the major water related objectives and conflicts within the region, consider all of the resource management strategies identified in the California Water Plan, and use an integrated, multi-benefit approach to project selection and design. Plans shall include performance measures and monitoring to document progress toward meeting plan objectives. Projects that may be funded pursuant to this section must be consistent with an adopted integrated regional water management plan or its functional equivalent as defined in the department's Integrated Regional Water Management Guidelines, must provide multiple benefits, and must include one or more of the following project elements:

- (1) Water supply reliability, water conservation and water use efficiency.
- (2) Storm water capture, storage, clean-up, treatment, and management.
- (3) Removal of invasive non-native species, the creation and enhancement of wetlands, and the acquisition, protection, and restoration of open space and watershed lands.
- (4) Non-point source pollution reduction, management and monitoring.
- (5) Groundwater recharge and management projects.
- (6) Contaminant and salt removal through reclamation, desalting, and other treatment technologies and conveyance of reclaimed water for distribution to users.
- (7) Water banking, exchange, reclamation and improvement of water quality.
- (8) Planning and implementation of multipurpose flood management programs.
- (9) Watershed protection and management.
- (10) Drinking water treatment and distribution.
- (11) Ecosystem and fisheries restoration and protection.

(b) The Department of Water Resources shall give preference to proposals that satisfy the following criteria:

- (1) Proposals that effectively integrate water management programs and projects within a hydrologic region identified in the California Water Plan; the Regional Water Quality Control Board region or subdivision or other region or sub-region specifically identified by the department.
- (2) Proposals that effectively integrate water management with land use planning.
- (3) Proposals that effectively resolve significant water-related conflicts within or between regions.
- (4) Proposals that contribute to the attainment of one or more of the objectives of the CALFED Bay Delta Program.
- (5) Proposals that address statewide priorities.
- (6) Proposals that address critical water supply or water quality needs for disadvantaged communities within the region.
- (c) Not more than 5% of the funds provided by this section may be used for grants or direct expenditures for the development, updating or improvement of integrated regional water management plans.

(d) The department shall coordinate the provisions of this section with the program provided in Chapter 8 of Division 26.5 of the Water Code and may implement this section using existing Integrated Regional Water Management Guidelines.

75027. (a) The funding provided in Section 75026 shall be allocated to each hydrologic region as identified in the California Water Plan and listed below. For the South Coast Region, the department shall establish three sub-regions that reflect the San Diego county watersheds, the Santa Ana River watershed, and the Los Angeles--Ventura County watersheds respectively, and allocate funds to those sub-regions. The North and South Lahontan regions shall be treated as one region for the purpose of allocating funds, but the department may require separate regional plans. Funds provided in Section 75026 shall be allocated according to the following schedule:

(1) North Coast	\$37,000,000
(2) San Francisco Bay	\$138,000,000
(3) Central Coast	\$52,000,000
(4) Los Angeles sub-region	\$215,000,000
(5) Santa Ana sub-region	\$114,000,000
(6) San Diego sub-region	\$91,000,000
(7) Sacramento River	\$73,000,000
(8) San Joaquin River	\$57,000,000
(9) Tulare/Kern (Tulare Lake)	\$60,000,000
(10) North/South Lahontan	\$27,000,000
(11) Colorado River Basin	\$36,000,000
(12) Inter-regional/Unallocated	\$100,000,000

(b) The interregional and unallocated funds provided in subdivision (a) may be expended directly or granted by the department to address multi-regional needs or issues of statewide significance.

75028. (a) The department shall allocate grants on a competitive basis within each identified hydrologic region or sub-region pursuant to Section 75027. The department may establish standards and procedures for the development and approval of local project selection processes within hydrologic regions and sub-regions identified in Section 75027. The department shall defer to approved local project selection, and review projects only for consistency with the purposes of Section 75026.

(b) If a hydrologic region or sub-region identified in Section 75027 does not have any adopted plan that meets the requirements of Section 75026 at the time of the department's grant selection process, the funds allocated to that hydrologic region or sub-region shall not be reallocated to another region but will remain unallocated until such time as an adopted plan from the hydrologic region or sub-region is submitted to the department.

75029. The sum of one hundred thirty million dollars (\$130,000,000) shall be available to the department for grants to implement Delta water quality improvement projects that protect drinking water supplies. The department shall require a cost share from local agencies. Eligible projects are:

(a) Projects that reduce or eliminate discharges of salt, dissolved organic carbon, pesticides, pathogens and other pollutants to the San Joaquin River. Not less than forty million (\$40,000,000) shall be available to implement projects to reduce or eliminate discharges of subsurface agricultural drain water from the west side of the San Joaquin Valley for the purpose of improving water quality in the San Joaquin River and the Delta.

(b) Projects that reduce or eliminate discharges of bromide, dissolved organic carbon, salt, pesticides and pathogens from discharges to the Sacramento River.

(c) Projects at Franks Tract and other locations in the Delta that will reduce salinity or other pollutants at agricultural and drinking water intakes.

(d) Projects identified in the June 2005 Delta Region Drinking Water Quality Management Plan, with a priority for design and construction of the relocation of drinking water intake facilities for in-delta water users.

75029.5. The sum of fifteen million dollars (\$15,000,000) shall be available to the state board for grants to public agencies and non-profit organizations for projects that reduce the discharge of pollutants from agricultural operations into surface waters of the state.

Chapter 3. Flood Control

75030. This chapter is intended to provide the funding needed to address short term flood control needs such as levee inspection and evaluation, floodplain mapping and improving the effectiveness of emergency response, and providing funding for critical immediate flood control needs throughout the state. It is also intended to provide a framework to support long term strategies that will require the establishment of more effective levee maintenance programs, better floodplain management and more balanced allocation of liability and responsibility between the federal, state and local governments.

75031. The sum of thirty million dollars (\$30,000,000) shall be available to the department for the purposes of floodplain mapping, assisting local land-use planning, and to avoid or reduce future flood risks and damages. Eligible projects include, but are not limited to:

- (a) Mapping floodplains.
- (b) Mapping rural areas with potential for urbanization.
- (c) Mapping and identification of flood risk in high density urban areas.
- (d) Mapping flood hazard areas.
- (e) Updating outdated floodplain maps.
- (f) Mapping of riverine floodplains, alluvial fans, and coastal flood hazard areas.
- (g) Collecting topographic and hydrographic survey data.

75032. The sum of two hundred seventy five million dollars (\$275,000,000) shall be available to the department for the following flood control projects:

(a) The inspection and evaluation of the integrity and capability of existing flood control project facilities and the development of an economically viable flood control rehabilitation plan.

(b) Improvement, construction, modification, and relocation of flood control levees, weirs, or bypasses including repair of critical bank and levee erosion.

(c) Projects to improve the department's emergency response capability.

(d) Environmental mitigation and infrastructure relocation costs related to projects under this section.

(e) To the extent feasible, the department shall implement a multi-objective management approach for floodplains that would include, but not be limited to, increased flood protection, ecosystem restoration, and farmland protection.

75032.4. Notwithstanding Section 13340 of the Government Code, the funds allocated in Sections 75031 and 75032 are continuously appropriated to the department for the purposes of those sections.

75032.5 The sum of forty million dollars (\$40,000,000) shall be available to the department for Flood Protection Corridor projects that are consistent with Water Code Section 79037.

75033. The sum of two hundred seventy five million dollars (\$275,000,000) shall be available to the department for flood control projects in the Delta designed to increase the department's ability to

respond to levee breaches and to reduce the potential for levee failures. The funds provided by this section shall be available for the following purposes:

- (a) Projects to improve emergency response preparedness.
- (b) Local assistance under the delta levee maintenance subventions program under Part 9 (commencing with Section 12980) of Division 6 of the Water Code.
- (c) Special flood protection projects under Chapter 2 (commencing with Section 12310) of Part 4.8 of Division 6 of the Water Code, including projects for the acquisition, preservation, protection and restoration of Delta lands for the purpose of flood control and to meet multiple objectives such as drinking water quality ecosystem restoration and water supply reliability.
- (d) All projects shall be subject to the provisions of Water Code Section 79050.

75034. The sum of one hundred eighty million dollars (\$180,000,000) shall be available to the department for the purposes of funding the state's share of the nonfederal costs of flood control and flood prevention projects for which assurances required by the federal government have been provided by a local agency and which have been authorized under the State Water Resources Law of 1945 (Chapter 1 (commencing with Section 12570) and Chapter 2 (commencing with Section 12639) of Part 6 of Division 6 of the Water Code), the Flood Control Law of 1946 (Chapter 3 (commencing with Section 12800) of Part 6 of Division 6 of the Water Code), and the California Watershed Protection and Flood Prevention Law (Chapter 4 (commencing with Section 12850) of Part 6 of Division 6 of the Water Code), including the credits and loans to local agencies pursuant to Sections 12585.3 and 12585.4, subdivision (d) of Section 12585.5, and Sections 12866.3 and 12866.4 of the Water Code, and to implement Chapter 3.5 (commencing with Section 12840) of Part 6 of Division 6 of the Water Code. Projects eligible for funding pursuant to this section shall comply with the requirements of AB 1147 (Statutes of 2000, Chapter 1071).

Chapter 4. Statewide Water Planning and Design

75041. The sum of sixty five million dollars (\$65,000,000) shall be available to the department for planning and feasibility studies related to the existing and potential future needs for California's water supply, conveyance and flood control systems. The studies shall be designed to promote integrated, multi-benefit approaches that maximize the public benefits of the overall system including protection of the public from floods, water supply reliability, water quality, and fish, wildlife and habitat protection and restoration. Projects to be funded include:

- (a) Evaluation of climate change impacts on the state's water supply and flood control systems and the development of system redesign alternatives to improve adaptability and public benefits.
- (b) Surface water storage planning and feasibility studies pursuant to the CALFED Bay-Delta Program.
- (c) Modeling and feasibility studies to evaluate the potential for improving flood protection and water supply through coordinating groundwater storage and reservoir operations.
- (d) Other planning and feasibility studies necessary to improve the integration of flood control and water supply systems.

Chapter 5. Protection of Rivers, Lakes and Streams

75050. The sum of nine hundred twenty eight million dollars (\$928,000,000) shall be available for the protection and restoration of rivers, lakes and streams, their watersheds and associated land, water, and other natural resources in accordance with the following schedule:

- (a) The sum of one hundred eighty million dollars (\$180,000,000) shall be available to the Department of Fish and Game, in consultation with the department, for Bay-Delta and coastal fishery restoration projects. Of the funds provided in this section, up to \$20,000,000 shall be available for the development of a natural community conservation plan for the CALFED Bay-Delta Program and up to \$45,000,000 shall be available for coastal salmon and steelhead fishery restoration projects that support the development and implementation of species recovery plans and strategies for salmonid species listed as threatened or endangered under state or federal law.
- (b) The sum of ninety million dollars (\$90,000,000) shall be available for projects related to the Colorado River in accordance with the following schedule:

(1) Not more than \$36,000,000 shall be available to the department for water conservation projects that implement the Allocation Agreement as defined in the Quantification Settlement Agreement.

(2) Not more than \$7,000,000 shall be available to the Department of Fish and Game for projects to implement the Lower Colorado River Multi-Species Habitat Conservation Plan.

(3) \$47,000,000 shall be available for deposit into the Salton Sea Restoration Fund.

(c) The sum of fifty four million dollars (\$54,000,000) shall be available to the department for development, rehabilitation, acquisition, and restoration costs related to providing public access to recreation and fish and wildlife resources in connection with state water project obligations pursuant to Water Code Section 11912.

(d) The sum of seventy two million dollars (\$72,000,000) shall be available to the secretary for projects in accordance with the California River Parkways Act of 2004 Chapter 3.8 (commencing with Section 5750) of Division 5. Up to \$10,000,000 may be transferred to the Department of Conservation for the Watershed Coordinator Grant Program.

(e) The sum of eighteen million dollars (\$18,000,000) shall be available to the department for the Urban Streams Restoration Program pursuant to Water Code Section 7048.

(f) The sum of thirty six million dollars (\$36,000,000) shall be available for river parkway projects to the San Joaquin River Conservancy.

(g) The sum of seventy two million dollars (\$72,000,000) shall be available for projects within the watersheds of the Los Angeles and San Gabriel Rivers according to the following schedule:

(1) \$36,000,000 to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy pursuant to Division 22.8 (commencing with Section 32600).

(2) \$36,000,000 to the Santa Monica Mountains Conservancy for implementation of watershed protection activities throughout the watershed of the Upper Los Angeles River pursuant to Section 79508 of the Water Code.

(h) The sum of thirty six million dollars (\$36,000,000) shall be available for the Coachella Valley Mountains Conservancy.

(i) The sum of forty five million dollars (\$45,000,000) shall be available for projects to expand and improve the Santa Ana River Parkway. Project funding shall be appropriated to the State Coastal Conservancy for projects developed in consultation with local government agencies participating in the development of the Santa Ana River Parkway. Of the amount provided in this paragraph the sum of thirty million dollars (\$30,000,000) shall be equally divided between projects in Orange, San Bernardino and Riverside Counties.

(j) The sum of fifty four million dollars (\$54,000,000) shall be available for the Sierra Nevada Conservancy.

(k) The sum of thirty six million dollars (\$36,000,000) shall be available for the California Tahoe Conservancy.

(l) The sum of forty five million dollars (\$45,000,000) shall be available to the California Conservation Corps for resource conservation and restoration projects and for facilities acquisition, development, restoration, and rehabilitation and for grants and state administrative costs, in accordance with the following schedule:

(1) The sum of twenty five million dollars (\$25,000,000) shall be available for projects to improve public safety and improve and restore watersheds including regional and community fuel load reduction projects on public lands, and stream and river restoration projects. Not less than 50% of these funds shall be in the form of grants to local conservation corps.

(2) The sum of twenty million dollars (\$20,000,000) shall be available for grants to local conservation corps for acquisition and development of facilities to support local conservation corps programs, and for local resource conservation activities.

(m) The sum of ninety million dollars (\$90,000,000) to the state board for matching grants to local public agencies for the reduction and prevention of stormwater contamination of rivers, lakes, and streams. The legislature may enact legislation to implement this subdivision.

(n) The sum of one hundred million dollars (\$100,000,000) shall be available to the secretary for the purpose of implementing a court settlement to restore flows and naturally-reproducing and self-sustaining populations of salmon to the San Joaquin River between Friant Dam and the Merced River. These funds shall be available for channel and structural improvements, and related research pursuant to the court settlement. The secretary is authorized to enter into a cost-sharing agreement with the United States Secretary of the Interior and other parties, as necessary, to implement this provision.

Chapter 6. Forest and Wildlife Conservation

75055. The sum of four hundred fifty million dollars (\$450,000,000) shall be available for the protection and conservation of forests and wildlife habitat according to the following schedule:

(a) Notwithstanding Section 13340 of the Government Code, the sum of one hundred eighty million dollars (\$180,000,000) is continuously appropriated to the board for forest conservation and protection projects. The goal of this grant program is to promote the ecological integrity and economic stability of California's diverse native forests for all their public benefits through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands.

(b) (1) Notwithstanding Section 13340 of the Government Code, the sum of one hundred thirty five million dollars (\$135,000,000) is hereby continuously appropriated to the board for the development, rehabilitation, restoration, acquisition and protection of habitat that accomplishes one or more of the following objectives:

(A) Promotes the recovery of threatened and endangered species.

(B) Provides corridors linking separate habitat areas to prevent fragmentation.

(C) Protects significant natural landscapes and ecosystems such as old growth redwoods, mixed conifer forests and oak woodlands, riparian and wetland areas, and other significant habitat areas.

(D) Implements the recommendations of California Comprehensive Wildlife Strategy, as submitted October 2005 to the United States Fish and Wildlife Service.

(2) Funds authorized by this subdivision may be used for direct expenditures or for grants and for related state administrative costs, pursuant to the Wildlife Conservation Law of 1947, Chapter 4 (commencing with Section 1300) of Division 2 of the Fish and Game Code, the Oak Woodland Conservation Act, Article 3.5 (commencing with Section 1360) of Chapter 4 of Division 2 of the Fish and Game Code, and the California Rangeland, Grazing Land and Grassland Protection Act, commencing with Section 10330 of Division 10.4. Funds scheduled in this subdivision may be used to prepare management plans for properties acquired by the Wildlife Conservation Board and for the development of scientific data, habitat mapping and other research information necessary to determine the priorities for restoration and acquisition statewide.

(3) Up to twenty five million dollars (\$25,000,000) may be granted to the University of California for the Natural Reserve System for matching grants for land acquisition and for the construction and development of facilities that will be used for research and training to improve the management of natural lands and the preservation of California's wildlife resources.

(c) The sum of ninety million dollars (\$90,000,000) shall be available to the board for grants to implement or assist in the establishment of Natural Community Conservation Plans, Chapter 10 (Commencing with Section 2800) of Division 3 of the Fish and Game Code.

(d) The sum of forty five million dollars (\$45,000,000) shall be available for the protection of ranches, farms, and oak woodlands according the following schedule:

(1) Grazing land protection pursuant to the California Rangeland, Grazing Land and Grassland Protection Act, commencing with Section 10330 of Division 10.4.....\$15,000,000.

(2) Oak Woodland Preservation pursuant to Article 3.5 (commencing with Section 1360) of Chapter 4 of Division 2 of the Fish and Game Code....\$15,000,000.

(3) Agricultural land preservation pursuant to the California Farmland Conservancy Program Act of 1995, Article 1 (commencing with Section 10200) of Division 10.2.....\$10,000,000.

(4) To the board for grants to assist farmers in integrating agricultural activities with ecosystem restoration and wildlife protection.....\$5,000,000.

Chapter 7. Protection of Beaches, Bays and Coastal Waters.

75060. The sum of five hundred forty million dollars (\$540,000,000) shall be available for the protection of beaches, bays and coastal waters and watersheds, including projects to prevent contamination and degradation of coastal waters and watersheds, projects to protect and restore the natural habitat values of coastal waters and lands, and projects and expenditures to promote access to and enjoyment of the coastal resources of the state, in accordance with the following schedule:

(a) The sum of ninety million dollars (\$90,000,000) shall be available to the state board for the purpose of matching grants for protecting beaches and coastal waters from pollution and toxic contamination pursuant to the Clean Beaches Program, Chapter 3 (commencing with Section 30915) of Division 20.4. Not less than \$35,000,000 shall be for grants to local public agencies to assist those agencies to comply with the discharge prohibition into Areas of Special Biological Significance contained in the California Ocean Plan. Not less than 20% of the funds allocated by this subdivision shall be available to the Santa Monica Bay Restoration Commission.

(b) The sum of one hundred thirty five million dollars (\$135,000,000) shall be available for the State Coastal Conservancy for expenditure pursuant to Division 21.

(c) The sum of one hundred eight million dollars (\$108,000,000) shall be available for the San Francisco Bay Area Conservancy Program pursuant to Chapter 4.5 of Division 21. Not less than 20% of the funds allocated by this paragraph shall be expended on projects in watersheds draining directly to the Pacific Ocean.

(d) The sum of forty five million dollars (\$45,000,000) for the protection of the Santa Monica Bay and its watersheds shall be available as follows:

(1) To the Santa Monica Mountains Conservancy pursuant to Division 23 (commencing with Section 33000).....\$20,000,000.

(2) To the Baldwin Hills Conservancy for the protection of the Ballona Creek/Baldwin Hills watershed....\$10,000,000.

(3) To the Rivers and Mountains Conservancy.....\$15,000,000.

(e) The sum of forty five million dollars (\$45,000,000) for the protection of Monterey Bay and its watersheds shall be available to the State Coastal Conservancy.

(f) The sum of twenty seven million dollars (\$27,000,000) for the protection of San Diego Bay and adjacent watersheds shall be available to the State Coastal Conservancy.

(g) The sum of ninety million dollars (\$90,000,000) shall be allocated to the California Ocean Protection Trust Fund (Chapter 4 (commencing with Section 35650) of Division 26.5) and available for the purposes of projects consistent with Section 35650. Priority projects shall include the development of scientific data needed to adaptively manage the state's marine resources and reserves, including the development of marine habitat maps, the development and implementation of projects to foster sustainable fisheries using loans and grants, and the development and implementation of projects to conserve marine wildlife.

Chapter 8. Parks and Nature Education Facilities

75063. The sum of five hundred million dollars (\$500,000,000) shall be available to provide public access to the resources of the State of California, including its rivers, lakes and streams, its beaches, bays and coastal waters, to protect those resources for future generations, and to increase public understanding and knowledge of those resources, in accordance with the following schedule:

(a) The sum of four hundred million dollars (\$400,000,000) shall be available to the Department of Parks and Recreation for development, acquisition, interpretation, restoration and rehabilitation of the state park system and its natural, historical, and visitor serving resources. The Department of Parks and Recreation shall include the following goals in setting spending priorities for the funds appropriated pursuant to this section:

(1) The restoration, rehabilitation and improvement of existing state park system lands and facilities.

(2) The expansion of the state park system to reflect the growing population and shifting population centers and needs of the state.

(3) The protection of representative natural resources based on the criteria and priorities identified in Section 75071.

(b) The sum of one hundred million dollars (\$100,000,000) shall be available to the Department of Parks and Recreation for grants for nature education and research facilities and equipment to non-profit organizations and public institutions, including natural history museums, aquariums, research facilities and botanical gardens. Eligible institutions include those that combine the study of natural science with preservation, demonstration and education programs that serve diverse populations, institutions that provide collections and programs related to the relationship of Native American cultures to the environment, and institutions for marine wildlife conservation research. Grants may be used for buildings, structures and exhibit galleries that present the collections to inspire and educate the public and for marine wildlife conservation research equipment and facilities.

Chapter 9. Sustainable Communities and Climate Change Reduction

75065. The sum of five hundred eighty million dollars (\$580,000,000) shall be available for improving the sustainability and livability of California's communities through investment in natural resources. The purposes of this chapter include reducing urban communities' contribution to global warming and increasing their adaptability to climate change while improving the quality of life in those communities. Funds shall be available in accordance with the following schedule:

(a) The sum of ninety million dollars (\$90,000,000) shall be available for urban greening projects that reduce energy consumption, conserve water, improve air and water quality, and provide other community benefits. Priority shall be given to projects that provide multiple benefits, use existing public lands, serve communities with the greatest need, and facilitate joint use of public resources and investments including schools. Implementing legislation shall provide for planning grants for urban greening programs. Not less than \$20,000,000 shall be available for urban forestry projects pursuant to the California Urban Forestry Act, Chapter 2 (commencing with Section 4799.06) of Part 2.5 of Division 1.

(b) The sum of four hundred million dollars (\$400,000,000) shall be available to the Department of Parks and Recreation for competitive grants for local and regional parks. Funds provided in this subdivision may be allocated to existing programs or pursuant to legislation enacted to implement this subdivision, subject to the following considerations:

(1) Acquisition and development of new parks and expansion of overused parks that provide park and recreational access to underserved communities shall be given preference.

(2) Creation of parks in neighborhoods where none currently exist shall be given preference.

(3) Outreach and technical assistance shall be provided to underserved communities to encourage full participation in the program or programs.

(4) Preference shall be given to applicants that actively involve community based groups in the selection and planning of projects.

(5) Projects will be designed to provide efficient use of water and other natural resources.

(c) The sum of ninety million dollars (\$90,000,000) shall be available for planning grants and planning incentives, including revolving loan programs and other methods to encourage the development of regional and local land use plans that are designed to promote water conservation, reduce automobile use and fuel consumption, encourage greater infill and compact development, protect natural resources and agricultural lands, and revitalize urban and community centers.

75066. Appropriation of the funds provided in subdivisions (a) and (c) of Section 75065 may only be made upon enactment of legislation to implement that subdivision.

Chapter 10. Miscellaneous Provisions

75070. Every proposed activity or project to be financed pursuant to this division shall be in compliance with the California Environmental Quality Act, Division 13 (commencing with Section 21000).

75070.4. Acquisitions of real property pursuant to Chapters 5, 6, 7, 8, and 9 shall be from willing sellers.

75070.5. Not more than 5% of the funds allocated to any program in this division may be used to pay the costs incurred in the administration of that program.

75071. In evaluating potential projects that include acquisition or restoration for the purpose of natural resource protection, the Department of Parks and Recreation, the board, and the State Coastal Conservancy shall give priority to projects that demonstrate one or more of the following characteristics:

(a) Landscape/Habitat Linkages: properties that link to, or contribute to linking, existing protected areas with other large blocks of protected habitat. Linkages must serve to connect existing protected areas, facilitate wildlife movement or botanical transfer, and result in sustainable combined acreage.

(b) Watershed Protection: projects that contribute to long-term protection of and improvement to the water and biological quality of the streams, aquifers, and terrestrial resources of priority watersheds of the major biological regions of the state as identified by the Resources Agency.

(c) Properties that support relatively large areas of under-protected major habitat types.

(d) Properties that provide habitat linkages between two or more major biological regions of the state.

(e) Properties for which there is a non-state matching contribution toward the acquisition, restoration, stewardship or management costs. Matching contributions can be either monetary or in the form of services, including volunteer services.

(f) At least fourteen days before approving an acquisition project funded by this division, an agency subject to this section shall submit to the Resources Agency and post on its website an explanation as to whether and how the proposed acquisition meets criteria established in this section.

75071.5. The Department of Parks and Recreation, the board, and the State Coastal Conservancy shall work with the United States Department of Defense to coordinate the development of buffer areas around military facilities that facilitate the continued operation of those facilities and promote the conservation and recreation goals of the state. To the extent consistent with this division, agencies may provide funding to support projects that meet the purposes of this section.

75072. Up to 10 percent of funds allocated for each program funded by this division may be used to finance planning and monitoring necessary for the successful design, selection, and implementation of the projects authorized under that program. This provision shall not otherwise restrict funds ordinarily used by an agency for "preliminary plans," "working drawings," and "construction" as defined in the Annual Budget Act for a capital outlay project or grant project. Water quality monitoring shall be integrated into the Surface Water Ambient Monitoring Program administered by the state board.

75072.5 For the purposes of Section 75060(e), "Monterey Bay and its watersheds" shall be considered to be watersheds of those rivers and streams in Santa Cruz and Monterey Counties flowing to the Monterey Bay southward to, and including, the Carmel River watershed.

75072.6. For purposes of Section 75060(f), "San Diego Bay and adjacent watersheds" includes the coastal and bay watersheds within San Diego County.

75072.7. For purposes of Section 75060(d), "Santa Monica Bay and watershed" includes the coastal and bay watersheds in Ventura and Los Angeles Counties from Calleguas Creek southward to the San Gabriel River.

75073. Funds scheduled in Chapter 5, 6, 7 and 8 of this division that are not designated for competitive grant programs may also be used for the purposes of reimbursing the General Fund, pursuant to the Natural Heritage Preservation Tax Credit Act of 2000 (Division 28 (commencing with Section 37000)).

75074. In enacting Chapters 5, 6, 7 and 8 of this division it is the intent of the people that when a project or program is funded herein, funds for such program or project may be used to the full extent authorized by the statute governing the program or conservancy receiving such funds.

75075. The body awarding any contract for a public works project financed in any part from funds made available pursuant to this division shall adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to that public works project.

75076. Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government code does not apply to the development and adoption of program guidelines and selection criteria adopted pursuant to this chapter.

75077. Funds provided pursuant to this chapter, and any appropriation or transfer of those funds, shall not be deemed to be a transfer of funds for the purposes of Chapter 9 (commencing with Section 2780) of Division 3 of the Fish and Game Code.

75078. The Secretary shall provide for an independent audit of expenditures pursuant to this division to ensure that all moneys are expended in accordance with the requirements of this division. The secretary shall publish a list of all program and project expenditures pursuant to this division not less than annually, in written form, and shall post an electronic form of the list on the Resources Agency's Internet Website.

75079. The Secretary shall appoint a citizen advisory committee to review the annual audit and to identify and recommend actions to ensure that the intent and purposes of this division are met by the agencies responsible for implementation of this division.

Chapter 11. Fiscal Provisions

75080. Bonds in the total amount of five billion three hundred and eighty eight million dollars (\$5,388,000,000), not including the amount of any refunding bonds issued in accordance with Section 75088, or so much thereof as is necessary, may be issued and sold to be used for carrying out the purposes set forth in this division and to be used to reimburse the General Obligation Bond Expense Revolving Fund pursuant to Section 16724.5 of the Government Code. The bond proceeds shall be deposited in the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 created by Section 75009. The bonds shall, when sold, be and constitute a valid and binding obligation of the State of California, and the full faith and credit of the State of California is hereby pledged for the punctual payment of both principal of and interest on the bonds as they become due and payable.

75081. The bonds authorized by this division shall be prepared, executed, issued, sold, paid, and redeemed as provided in the State General Obligation Bond Law, Chapter 4 (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code, and all provisions of that law shall apply to the bonds and to this division and are hereby incorporated in this division by this reference as though fully set forth in this division.

75082. (a) Solely for the purpose of authorizing the issuance and sale, pursuant to the State General Obligation Bond Law, of the bonds authorized by this division, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Finance Committee is hereby created. For purposes of this division, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Finance Committee is "the committee" as that term is used by the State General Obligation Bond Law. The committee shall consist of the Controller, the Director of Finance, and the Treasurer, or their designated representatives. The Treasurer shall serve as chairperson of the committee. A majority of the committee may act for the committee.

(b) For purposes of this chapter and the State General Obligation Bond Law, the secretary is designated as "the board."

75083. The committee shall determine whether or not it is necessary or desirable to issue bonds authorized pursuant to this division in order to carry out the actions specified in this division and, if so, the amount of bonds to be issued and sold. Successive issues of bonds may be authorized and sold to carry out those actions progressively, and it is not necessary that all of the bonds authorized to be issued be sold at any one time.

75084. There shall be collected annually in the same manner and at the same time as other state revenue is collected, in addition to the ordinary revenues of the state, a sum in an amount required to pay the principal of, and interest on, the bonds maturing each year, and it is the duty of all officers charged by law with any duty in regard to the collection of the revenue to do so and perform each and every act that is necessary to collect that additional sum.

75085. Notwithstanding Section 13340 of the Government Code, there is hereby appropriated from the General Fund, for purposes of this division, an amount that will equal the total of the following:

(a) The sum annually necessary to pay the principal of, and interest on, bonds issued and sold pursuant to this division, as the principal and interest become due and payable.

(b) The sum which is necessary to carry out the provisions of Section 75086, appropriated without regard to fiscal years.

75086. For the purposes of carrying out this division, the Director of Finance may authorize the withdrawal from the General Fund of an amount or amounts not to exceed the amount of the unsold bonds that have been authorized to be sold for the purpose of carrying out this division. Any amounts withdrawn shall be deposited in the fund. Any money made available under this section shall be returned to the General Fund, plus the interest that the amounts would have earned in the Pooled Money Investment Account, from money received from the sale of bonds that would otherwise be deposited in that fund.

75087. All money derived from premium and accrued interest on bonds sold shall be reserved and shall be available for transfer to the General Fund as a credit to expenditures for bond interest.

75088. Any bonds issued or sold pursuant to this division may be refunded by the issuance of refunding bonds in accordance with Article 6 (commencing with Section 16780) of Chapter 4 of Part 3 of Division 4 of Title 2 of the Government Code. Approval by the electors of the state for the issuance of the bonds shall include approval of the issuance of any bonds issued to refund any bonds originally issued or any previously issued refunding bonds.

75090. The people of California hereby find and declare that inasmuch as the proceeds from the sale of bonds authorized by this division are not "proceeds of taxes" as that term is used in Article XIII B of the California Constitution, the disbursement of these proceeds is not subject to the limitation imposed by that article.

SEC. 2. If any provision of this Act or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

SEC.3. This Act is an exercise of the public power of the People of the State of California for the protection of their health, safety, and welfare and shall be liberally construed to effectuate those purposes.

June 7, 2006, Agenda Item 4.E.

RESOLUTION 2006-11

RESOLUTION OF THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY TO SUPPORT THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION ACT OF 2006.

WHEREAS, the San Gabriel River Discovery Center Authority (Authority) has been established between The County of Los Angeles, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the Upper San Gabriel Valley Municipal Water District, and The Central Basin Municipal Water District to facilitate the planning, development, construction and operation of the San Gabriel River Discovery Center;

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

Therefore be it resolved, that the Authority hereby:

1. FINDS that this action is consistent with the purposes and objectives of the Authority.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS the staff report dated June 7, 2006.
4. APPROVES support of The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006.

~ End of Resolution ~

Passed and Adopted by the Board of the SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY on June 7, 2006.

President

San Gabriel River Discovery Center Authority

June 7, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Director

Subject: Agenda Item 4.F. Consideration of resolution requesting that the Upper San Gabriel Valley Municipal Water District transfer funds allocated to the San Gabriel River Discovery Center project to the SGRDC Authority.

Recommendation:

Adopt a resolution requesting that the Upper San Gabriel Valley Municipal Water District transfer funds allocated to the San Gabriel River Discovery Center project to the SGRDC Authority.

Background:

The Upper San Gabriel Valley Municipal Water District (Upper District) has provided bank account services for the Authority as a courtesy, while the Authority established its own account. At this time, the bank account for the Authority is in place. This action will allow the Upper District to transfer the Discovery Center funds of approximately \$70,000 (including the \$50,000 restricted funds from Central Basin) to the newly established SGRDCA banking account.

June 7, 2006, Agenda Item 4.F.

RESOLUTION 2006-12

RESOLUTION OF THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY REQUESTING THAT THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT TRANSFER FUNDS ALLOCATED TO THE SAN GABRIEL RIVER DISCOVERY CENTER PROJECT TO THE SGRDC AUTHORITY.

WHEREAS, the San Gabriel River Discovery Center Authority (Authority) has been established between The County of Los Angeles, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the Upper San Gabriel Valley Municipal Water District, and The Central Basin Municipal Water District to facilitate the planning, development, construction and operation of the San Gabriel River Discovery Center;

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

Therefore be it resolved, that the Authority hereby:

1. FINDS that this action is consistent with the purposes and objectives of the Authority.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS the staff report dated June 7, 2006.
4. APPROVES resolution requesting that the Upper San Gabriel Valley Municipal Water District transfer funds allocated to the San Gabriel River Discovery Center project to the SGRDC Authority.

~ *End of Resolution* ~

Passed and Adopted by the Board of the SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY on June 7, 2006.

President

San Gabriel River Discovery Center Authority

June 7, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Director

Subject: Agenda Item 4.G. Consideration of resolution authorizing the Executive Director to execute and enter into an agreement with Thomas Hacker Architects Inc., for “as needed” services, to provide technical detail for the preparation of the environmental process.

Recommendation:

Adopt a resolution authorizing the Executive Director to execute and enter into an agreement with Thomas Hacker Architects Inc., for “as needed” services, to provide technical detail for the preparation and support of the environmental process.

Background:

The Discovery Center is being developed in a County-designated Significant Ecological Area. As such, it is expected to require preparation of Environmental Impact Report and NEPA documentation. County Parks and Recreation has agreed to contribute the development of the Environmental Impact Analysis and NEPA documentation. This item provides funds on an “as-needed basis by Thomas Hacker Architects, Inc., and select sub-consultants of their design team (THA Team). Continued support of the Discovery Center project from the THA Team will provide consistency with the Schematic Design Report produced for the project by the THA Team.

It is expected that clarifications, changes and/or additional information will be required during the environmental process. This allowance provides for the variety of types of consultant support as necessary. Support could be in the form of the following: meet with County staff and environmental consultants; Principal support during environmental hearings; assistance in preparing response to comments on the environmental documents; revisions to drawings previously prepared; development of appropriate mitigation measures determined during the environmental review; and attendance at meetings with agencies involved in the review.

The proposed Agreement with THA is attached as Exhibit A. The services would be performed only after a Notice to Proceed with defined tasks and hourly costs. The total not to exceed amount of the Agreement is \$9,000. The SGRDCA budget provides for up to \$35,000 for support during the environmental phase and fundraising process, however, services for

fundraising support are not included in this Agreement. If such services are deemed necessary once a fundraising strategy is formed, a separate Agreement will be proposed to the Authority Board.

AGREEMENT FOR AS NEEDED CONSULTING SERVICES

THIS AGREEMENT FOR AS NEEDED CONSULTING SERVICES ("Agreement") is made and entered into this _____ day of _____ 2006 by and between San Gabriel River Discovery Center Joint Powers Authority ("JPA") and Thomas Hacker Architects, Inc., located at 933 SW Oak Street, Suite 100, Portland, OR 97205 ("Consultant"). This Agreement provides support for the environmental phase of the San Gabriel Discovery Center ("Project"). For purposes of this Agreement the capitalized term "Parties" shall refer to both JPA and Consultant collectively. The capitalized term "Party" may refer to either JPA or Consultant interchangeably.

RECITALS

WHEREAS, JPA is a California joint exercise of powers authority within the meaning of the California Government Code (Govt. Code §6500 *et seq.*); and

WHEREAS, the primary objective of the JPA is the design, development, construction and ultimate operation of an educational facility with the multi-faceted purpose of (1) increasing public knowledge of water-related environmental issues, including water conservation and natural habitat preservation and restoration; (2) increasing public awareness of the rich and vibrant history of the San Gabriel River the important role it has played in the social and economic development of the San Gabriel Valley; (3) raising capital for the construction of the educational facility; (4) raising support for the ongoing operation of the educational facility; and (5) procuring outside funding on behalf of the educational facility; and

WHEREAS, the JPA, in the furtherance of designing, developing and constructing the aforementioned educational facility, requires ongoing architectural design services; and

WHEREAS, Consultant is a firm of recognized professionals with extensive experience and training in the field of architectural design. In rendering these services Consultant shall at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances; and

WHEREAS, Consultant has provided architectural design services to the Project for the Schematic Design phase; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto and each of them agree as follows:

1. CONSULTANT'S SERVICE

1.01 Consultant is hereby required to render and provide services on an as-needed basis in the manner and form described in the body of this Agreement and as set forth in the **Attachment A** (Scope of Services – dated May 30, 2006) or as described in subsequent Notices to Proceed for the Project.

1.02 The quality of Consultant's service provided under this Agreement shall be at least equivalent to that provided by the others performing similar services in the State of California. Consultant shall promptly correct or revise any errors or deficiencies in Consultant's services furnished under this Agreement, including, but not limited to, those services outlined in **Attachment A** attached hereto. In no event shall the preparation of such revisions or corrections result in an increase in the compensation to be paid by JPA under this Agreement.

1.03 Consultant agrees to furnish all necessary equipment and supplies used in the performance of services.

1.04 JPA's selection of Consultant for the performance of services as described herein was based in part upon a careful consideration of the qualifications and experience of personnel who will perform the various services involved. Consultant shall be responsible for the performance of all of the services and shall utilize the specialized expertise and experience of its personnel.

2. OVERVIEW AND SUPERVISION BY JPA

2.01 JPA has complete authority to review, manage and supervise Consultant's performance of this Agreement. As JPA is ultimately responsible for the adequacy of Consultant's designs, renderings, specifications, reports, documents and other work

product prepared under this Agreement, JPA may reject any such material prepared by Consultant which JPA deems inadequate or unsatisfactory. Consultant shall report to, meet and confer with JPA as frequently as is necessary to assure that JPA is informed of Consultant's activities and to assure that all work performed hereunder by Consultant is satisfactory to JPA.

3. JPA'S RESPONSIBILITIES

3.01 JPA will make available any background information, park planning and development history, and other pertinent information in the Parks and Recreation's files and County CEQA Guidelines and Procedures. JPA is not responsible for the accuracy of said information and other records.

3.02 JPA will provide a Facility Program or other form of project description including information as to the scope of work, space and facility requirements and proposed project construction schedule.

4. TERM

4.01 The term of this Agreement shall commence on the date first written above and shall continue for a period of two (2) years thereafter, except as otherwise provided herein.

4.02 JPA shall have an option to extend this Agreement for additional terms of one year each, with a maximum of two (2) such terms on the same terms and conditions stated herein.

5. SCHEDULE OF WORK AND TIMELY PERFORMANCE BY CONSULTANT

5.01 Attached hereto marked **Attachment A** (Scope of Services) is the nonexclusive list of services to be completed by Consultant in accordance with this agreement and with the cooperation by the JPA. Acting as representative of the JPA, the Executive Director may administratively adjust the schedule, as described in each subsequent Notice to Proceed, when, in the opinion of the Executive Director, circumstances occur, not the fault of the Consultant, which cause a delay to the original schedule. However, should Consultant request revisions to said schedules which are not approved by the Executive Director, then the schedules shall be maintained. The foregoing notwithstanding, the Executive Director may seek the formal approval of the JPA's governing board before approving any adjustments.

5.02 Consultant is required to prepare all documents, reports and information required hereunder to the satisfaction of the JPA. Consultant is required to comply with County of Los Angeles guidelines regarding the implementation of CEQA and all provisions of NEPA to the extent such undertakings are applicable to Consultant's performance under this Agreement.

6. CONSULTANT'S CHARGES AND CONTRACT SUM

6.01 Consultant's charges shall be based on **Attachment B** (Fee Schedule – dated May 30, 2006) which is attached and incorporated hereto by this reference. Said Fee Schedule includes payment for all services performed, charges and expenses, including subcontractor costs. The maximum contract sum shall be based upon work requested and performed on an as-needed basis. Reimbursable expenses shall not exceed 10% of the work to be performed.

6.02 A Notice to Proceed will be issued by the Executive Director for each specific project or task assigned to Consultant. Each Notice to Proceed will specify the scope of work and shall state a "not-to-exceed" sum established by the Executive Director or the JPA's governing board of directors. Each Notice to Proceed is incorporated by reference herein.

6.03 If JPA terminates this Agreement at any time prior to the completion of the final document phase for a specific project, the Consultant fee will be determined based on the phase of work completed.

6.04 In the event budget reductions occur in any fiscal year covered by this Agreement that may cause JPA to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the Agreement.

7. PAYMENT OF INVOICES

7.01 Consultant shall invoice the JPA for the work completed within the invoice period. Invoice shall be prepared in a format satisfactory to the Executive Director.

7.02 Payments for the work completed shall be made within 30 days upon verification and acceptance of such work by the Executive Director.

7.03 All demands for payment under this Agreement shall be submitted in duplicate to the Executive Director. The demand for payment shall include a description of services provided, the timeframe within which the services were performed, the amount due, the amounts previously paid and the amount remaining from the authorized amount.

7.04 Payments for additional services authorized in advance by JPA shall be made upon acceptance of said services by Executive Director, and in an amount as negotiated between JPA and Consultant.

7.05 Payments for reimbursable services, when authorized in writing by JPA, shall be made upon acceptance for said services by Executive Director and in the amount of the actual cost incurred by and billed to Consultant for the services completed.

7.06 Under no circumstances, shall Consultant exceed the "not to exceed" amount stated in the Notice to Proceed unless an addendum to the scope of work and a subsequent Notice to Proceed amending the "not to exceed" amount is issued by Director.

8. COVENANT AGAINST CONTINGENT FEES

8.01 Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business.

8.02 For breach or violation of this warrant, JPA shall have the right to terminate the Agreement and/or, at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

9. INDEPENDENT CONSULTANT

9.01 This Agreement is by and between the JPA and Consultant and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between JPA and Consultant. Consultant understands and agrees that all persons furnishing services to JPA pursuant to this Agreement are, for purposes of Workers' Compensation Liability, employees solely of Consultant and not of JPA. Consultant shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services to JPA provided pursuant to this Agreement.

10. SUBCONTRACTING

10.01 The execution of this Agreement constitutes JPA's consent to Consultant's use of those individuals and/or firms as subcontractors designated in **Attachment B**, dated May 30, 2006. No performance of this Agreement or any portion thereof may otherwise be subcontracted by Consultant without the express written consent of Executive Director. Any attempt by Consultant to subcontract any performance of the terms of this Agreement without said consent shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith.

10.02 In the event Executive Director should consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

10.03 In the event the Executive Director should consent to subcontracting, the Consultant shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the San Gabriel River Discovery Center Joint Exercise of Powers Authority. All representations and warranties shall inure to the benefit of the San Gabriel River Discovery Center Joint Exercise of Powers Authority."

10.04 Any third party delegate(s) appointed by the Consultant shall be specified in writing to the Executive Director for advance concurrence.

10.05 Consultant shall indemnify, defend, and hold harmless JPA from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Consultant's own employees.

11. RECORD RETENTION AND INSPECTION

11.01 Consultant agrees that JPA shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card, or other records relating to this Agreement. Such material, including all pertinent costs, accounting, financial records and proprietary data, shall be retained by Consultant for a period of five (5) years after the term of this Agreement unless JPA's written permission is given to dispose of such material prior to the end of such period.

11.02 JPA hereby retains the right to conduct, at any reasonable time, an audit and re-audit of the books, records and business conducted by Consultant and observe the operation of the business to that accuracy of the above records and any of Consultant's invoices for services provided can be confirmed. JPA reserves the right to require Consultant to provide additional reports and record-keeping processes as JPA deems reasonable in order to verify Consultant's provision of services and invoices for same. All information obtained in connection with the JPA's inspection of records or audit shall be treated as confidential information and exempt from public disclosure thereof.

11.03 If at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of the JPA conduct an audit of Consultant's records retaining the services provided to JPA hereunder and if such audit of finds that JPA's dollar liability for such services is less than payments made by JPA to Consultant, then Consultant agrees that the difference, at the JPA's discretion, shall be either: (1) repaid forthwith by Consultant to JPA by cash payment; or (2) at JPA's option, credited against any future payments hereunder to Consultant. If such audit finds that JPA's dollar liability for services provided hereunder is more than payments made by JPA to Consultant, then the difference shall be paid to the Consultant by JPA except to the extent such liabilities represent compensation for unauthorized services in excess of the various not-to-exceed sums set forth in the Notices to Proceed.

12. DISCLOSURE OF INFORMATION

12.01 The Consultant shall not disclose any details in connection with this Agreement to any Party, except as may be otherwise provided herein or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the JPA shall not prohibit the Consultant from publishing its role under this Agreement within the following conditions:

- (a) Consultant shall develop all publicity material in a professional manner.
- (b) During the course of performance on this Agreement, the Consultant, its employees, agents, an subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature article, using the name of the JPA without the prior written consent of the JPA. Said consent shall not be unreasonably withheld, and approval by the Executive Director may be assured in the event no adverse comments are received in writing two (2) weeks after submittal.
- (c) Consultant may, without prior written permission of Executive Director, indicate in its bids, proposals, and sales materials that it has been awarded an Agreement to provide Consultant services.

13. OWNERSHIP OF DATA

13.01 All data, maps, photographs, reports, and other material collected or prepared under this Agreement shall be the property of the JPA.

14. ASSIGNMENT

14.01 Consultant shall not, without express written consent of the JPA's governing board of directors assign and/or delegate its rights and duties hereunder, either in whole or part. Any attempted assignment without said consent shall render this Agreement null and void.

15. CALIFORNIA PUBLIC RECORDS ACT

15.01 Any documents submitted by the Consultant; all information obtained in connection with the JPA's right to audit and inspect Consultant's documents, books and accounting records pursuant to Section 156 (Record Retention and Inspection) of this Agreement. Exceptions will be those elements which constitute trade secrets as that term is determined in California Government Code Section 6254.7 (Public Records Act) and which are marked "trade secret, confidential, or proprietary" or which, in the sole opinion of JPA are otherwise exempt from the Public Records Act. The JPA shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of a court of competent jurisdiction.

15.02 In the event the JPA is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, and/or contents of a proposal, marked "trade secret", "confidential", or "proprietary", Consultant agrees to defend and indemnify JPA from all costs and expenses, including attorney's fees, in any action or liability arising under the Public Records Act.

16. COMPLIANCE WITH LAWS

16.01 Consultant shall conform to and abide by all applicable municipal, County, State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction there over.

16.02 Consultant agrees to indemnify and hold JPA, its employees, agents and officers, harmless from any loss, damage or liability resulting from a violation on the part of the Consultant, its employees, agents or subcontractors or such laws, rules, regulations or ordinances.

17. COMPLIANCE WITH CIVIL RIGHTS LAWS

17.01 Consultant hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap be subject to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

18. NONDISCRIMINATION IN EMPLOYMENT

18.01 Consultant certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age or disability, in compliance with all applicable Federal and State nondiscrimination laws and regulations.

18.02 Consultant shall take affirmative action to ensure that qualified applicants are employed and that employee are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age or disability. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

18.03 Consultant shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age or disability.

18.04 Consultant shall provide access for JPA's representatives to inspect Consultant's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by JPA.

18.05 If JPA finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which JPA may determine to cancel, terminate, or suspend this Agreement. While JPA reserves the right to determine independently that the nondiscrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Opportunity Commission that Consultant has violated State and Federal nondiscrimination laws or regulations shall constitute a finding by JPA that Consultant has violated the nondiscrimination provisions of this Agreement.

18.06 The parties agree that in the event Consultant violates the nondiscrimination provisions of this Agreement, JPA shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

19. COMPLIANCE WITH RULES AND REGULATIONS

19.01 Consultant shall conform to and abide by all directives, rules and regulations of the JPA's governing board of directors and the Executive Director.

20. VALIDITY

20.01 The invalidity, unenforceability or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

21. GOVERNING LAWS

21.01 This Agreement shall be construed in accordance with and governed by the laws of the State of California.

22. WAIVER

22.01 Any waiver by JPA of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term of agreement herein contained be construed as in any manner changing the terms of this Agreement or stopping the JPA from enforcing the full provisions thereof.

22.02 No notice to Consultant shall be required to restore or revive "time is of the essence" after the waiver by JPA of any default.

22.03 No option, right, power, remedy or privilege of JPA shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given JPA by this Agreement shall be cumulative.

22.04 Except as otherwise provided herein, when either party had knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within five (5) days, give notice thereof including all relevant information with respect thereto, to the other party.

23. EVENTS OF DEFAULT

23.01 Default for Non Performance JPA may terminate the whole or any part of this Agreement if Consultant fails to perform any of the provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and does not cure such failure within a period of ten (10) calendar days (or such longer period as the JPA may authorize in writing) after receipt of notice from JPA specifying such failure.

23.02 Default for Insolvency JPA may cancel this Agreement for default or insolvency in the event of the occurrence of any of the following:

- (a) Insolvency of Consultant. Consultant shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether, it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

- (b) The filing of a voluntary petition of bankruptcy;
- (c) The appointment of a Receiver or Trustee for Consultant;
- (d) The execution by Consultant of an assignment for the benefit of creditors;
- (e) Transfer of the majority controlling interest of Consultant to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Executive Director.

24. TERMINATION

24.01 Upon the occurrence of an Event of Default as described in paragraph 23.01 and 23.02, the Agreement shall be subject to termination. As a condition precedent thereto, the Executive Director shall give Consultant ten (10) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefore; and that on opportunity to be heard thereon will be afforded on or before said date, if request is made therefore.

24.02 Upon the occurrence of an Event of Default as described in paragraph 23.03, this Agreement shall be subject to immediate termination. Executive Director shall give Consultant notification in writing of said termination at the earliest possible date.

24.03 In the event that, following service of the Notice of Termination of this Agreement under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, that the default was excusable under provisions of this clause or Consultant has, to the satisfaction of the Executive Director, cured any default, the Executive Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

25. TERMINATION FOR CONVENIENCE

25.01 JPA in its sole and absolute discretion may cancel or terminate this Agreement, without cause and without any liability other than payment for work already performed, up to the date of termination by giving three (3) days written notice of such termination to Consultant. The Consultant shall be paid the reasonable value of services rendered. In the event of any such termination by JPA, Consultant shall provide to JPA a termination report consisting of all drawings, specifications, reports and data accumulated to the date of such termination in a form capable of assimilation for use by JPA.

26. RESERVED – NO TEXT

27. RESERVED – NO TEXT

28. RESERVED – NO TEXT

29. RESERVED – NO TEXT

30. NOTICES

30.01 Any notices required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, sub-station or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any given notice served by mail upon Consultant shall be:

Thomas Hacker, Inc.
933 SW Oak Street, Suite 100
Portland, OR 97205

or such other place as may hereinafter be designated in writing to the Executive Director by the Consultant. Any notice served by mail upon the JPA shall be addressed to:

San Gabriel River Discovery Center Authority
11310 Valley Boulevard
El Monte, CA 91731

or such other place as may hereinafter be designated in writing to Consultant by the Executive Director. Service by mail shall be deemed complete upon deposit in the above mentioned manner.

30.02 In the event of non-compliance, suspension, default, or cancellation of this Agreement, notice may also be given upon personal delivery, to any person whose actual knowledge of such non-compliance, suspension, default or cancellation would be sufficient notice to Consultant. Actual knowledge of such non-compliance, suspension, default or cancellation by an individual Consultant or by a co-partner, if the Consultant be a partnership, or by the president, vice-president, secretary or general manager, if the Consultant be a corporation, or by the managing agent regularly in charge of the work on behalf of Consultant shall in any case be sufficient notice.

31. RESERVED – NO TEXT

32. INDEMNIFICATION AND INSURANCE

32.01 Indemnification: Consultant shall indemnify, defend and hold harmless JPA, and its elected and appointed officials, its officers, employees, volunteers and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Agreement.

32.02 General Insurance Requirement: Without limiting Consultant's indemnification of JPA and during the term of this Agreement, Consultant shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by JPA, and such coverage shall be provided and maintained at Consultant's own expense.

**SAN GABRIEL RIVER DISCOVERY CENTER
AUTHORITY:**

By:_____

Name:_____

Title:_____

THOMAS HACKER ARCHITECTS, INC.:

By:_____

Name:_____

Title:_____

Attachment A - Scope of Services

San Gabriel River Discovery Center	PROFESSIONAL SERVICES AND ADDITIONAL SERVICES
Date:	May 30, 2006
Project Name:	San Gabriel River Discovery Center
Project Number:	THA 0422
Prime consultant	Thomas Hacker Architects (THA)

Scope of Services

The Discovery Center is being developed in a County-designated Significant Ecological Area. As such, it is expected to require preparation of Environmental Impact Report and NEPA documentation. County Parks and Recreation has agreed to contribute the development of the Environmental Impact Analysis and NEPA documentation. The THA design team will provide written and illustrative information for clarifications, changes and/or additional information will be required during the environmental process as a whole. Examples include but are not limited to, site plan for alternatives and grading quantities associated with the alternatives. All graphics will be provided in 8-1/2x 11 formats with keys and readable text. This work will be done on a not to exceed time and materials basis and will provide for the variety of types of support which may be necessary. Support could be in the form of the following: meet with County staff and environmental consultants; Principal support during environmental hearings; assistance in preparing response to comments on the environmental documents; revisions to drawings prepared during Phase I; development of appropriate mitigation measures determined during the environmental review; attendance at meetings with agencies involved in the review. An additional service request may be required if the A/E team is to attend public meetings or meetings with potential grant agencies or donors, as well as assistance in preparing fundraising literature.

Attachment B - Fee Schedule

COMPENSATION: Not to exceed, time and materials, hourly rates shown below. 30-May-06		
Consultant	Hours	Rate
THA (Architectural)		
Principal	as needed	\$150.00
Design Technician III	as needed	\$75.00
KPFF (Civil)		
Senior Engineer	as needed	\$160.00
Project Manager	as needed	\$140.00
Project Engineer	as needed	\$110.00
Walker Macy Landscape		
Project Manager	as needed	\$51.00
EIP - now PBS&J Science and Engineering (Environmental)		
Senior Manager	as needed	\$135.00
Reimbursables		
Travel, printing, telephone, fax per Contract billing rates		

Not to exceed		\$8,000.00
Consultant Mark-up	10%	
Reimbursables not exceed		\$1,000.00
Total Compensation Not To Exceed		\$9,000.00

June 7, 2006, Agenda Item 4.G.

RESOLUTION 2006-13

RESOLUTION OF THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AND ENTER INTO AN AGREEMENT WITH THOMAS HACKER ARCHITECTS INC., FOR “AS NEEDED” SERVICES, TO PROVIDE TECHNICAL DETAIL FOR THE PREPARATION AND SUPPORT OF THE ENVIRONMENTAL PROCESS.

WHEREAS, the San Gabriel River Discovery Center Authority (Authority) has been established between The County of Los Angeles, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the Upper San Gabriel Valley Municipal Water District, and The Central Basin Municipal Water District to facilitate the planning, development, construction and operation of the San Gabriel River Discovery Center;

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

Therefore be it resolved, that the Authority hereby:

1. FINDS that this action is consistent with the purposes and objectives of the Authority.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS the staff report dated June 7, 2006.
4. APPROVES resolution authorizing the Executive Director to execute and enter into an agreement with Thomas Hacker Architects Inc., for “as needed” services, to provide technical detail for the preparation and support of the environmental process.

~ *End of Resolution* ~

Passed and Adopted by the Board of the SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY on June 7, 2006.

President

San Gabriel River Discovery Center Authority

June 7, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Director

Subject: Agenda Item 4.H. Consideration of resolution authorizing the Executive Director to participate in five online seminars regarding green building fundraising for the cost of \$600 from the McAdams Group, which specializes in fundraising for green buildings in the United States.

Recommendation:

Adopt a resolution authorizing the Executive Director to participate in five online seminars regarding green building fundraising for the cost of \$600 from the McAdams Group, which specializes in fundraising for green buildings in the United States.

Background:

One of the main objectives of the design efforts for the Discovery Center has been to embrace the green building strategy. This strategy will allow the Authority to accomplish several goals, particularly to build a center which minimizes the impact to the environment by using sustainable materials, and by utilizing systems which minimize energy and water consumption. Green facilities also serve as educational opportunities to demonstrate ways the general public may also reduce their impact on the environment.

The Authority's pursuit of the LEED Platinum certification for the building also provides the Authority opportunities for funding not available to non-green building construction projects.

The McAdams Group specializes in training and resources for green building fundraising. Historically, they have only offered on-site training seminars, resulting in added costs for travel, lodging, etc. This training is now being offered as online seminars, broken into five sessions. The total fee for the five sessions is \$600.00, and the Executive Director has the ability to participate in these sessions as part of daily activities related to her Discovery Center duties. Exhibit A provides an outline of the five sessions and information about the McAdams Group and their experience in this area.

Item 4H
Exhibit A

Funding Green Buildings: The Online Seminar Series

www.platinum-development.net

www.FundingGreenBuildings.com

Program 1: Federal (2005 Energy Bill) and State Tax Credits and Incentives for Commercial Green Buildings (Forprofit and Nonprofit Green Building Projects)

Program 2: Funding Green Buildings 101

- o Part 1: Green Buildings are Funding Magnets: What is the Attraction?
- o Part 2: The Key to Fundraising for Green Buildings: Cultivating Project Alliances and Stakeholders.
- o Part 3: 10 Funding Agencies to Contact First

Program 3: Funding Green Buildings 201

- o Part 1: Funding Readiness Systems and Capital Campaign Presentation Tools.
- o Part 2: Donor Recognition: 10 Ways to Acknowledge Your Project's Anchor Donors to Increase Donor Support

Program 4: Energy Performance Contracting and Service Agreements

Program 5: Funding Green Buildings 301

- o Part 1: Securing Major Product Donations (HVAC, Carpeting, Glazing, etc.) and Deep Discounts for Green Buildings
- o Part 2: Creative, Lucrative and Legal Pre-and-Post Construction Revenue Sources for Green Buildings.

COST Special Subscriber Fee: \$600 per person by registering as a subscriber to attend all 5 programs. Save \$525 off the cost of registering for the 5 seminars individually.

BACKGROUND:

Ms. McAdams is a UC Davis alumni with 30 years experience in the field of grantwriting and fundraising. More than 4,800 aspiring grant writers have attended one or more of Jan's "Grantwriting for Success: Matching Dollars & Ideas," and "Funding Green Buildings" workshops offered since 1979 throughout the nation. Jan's commitment to securing funding for sustainable and PV-integrated, buildings is reflected in her firm's popular publication, "The Funding Green Buildings Toolkit 2006 Edition (Binder and CD)."

For more information contact: Jan McAdams, Director - The McAdams Group
Tel: 702.407.7888 | Fax: 702.407.0017

About the Online Seminars

Program 1: Federal (2005 Energy Bill) And State Tax Credits And Incentives For Commercial Green Buildings (Forprofit And Nonprofit)

The 2005 Energy Bill outlines \$14 Billion in tax incentives to encourage the achievement of higher levels of energy efficiency in both new and existing buildings, and to increase the application of renewable energy sources. This online seminar will give you the specific information and tools you'll need to understand and take advantage of the Energy Bill's tax incentives, either for your own facilities or for facilities of clients for whom you may provide technical and financial assistance and advice. While primarily focused on the Federal incentives specific to private business and industry, this seminar also provides information on accessing State incentives.

Program 2: Funding Green Buildings 101

Part1: Green Buildings are Funding Magnets: What is the Attraction?

Part 2: The Key to Fundraising for Green Buildings: Cultivating Project Alliances and Stakeholders.

Part 3: 10 Funding Agencies to Contact First

If you are currently developing your green building project's fund development plan this program will explain the reasons why funding prospects (and investors) are so attracted to green building projects. The road to fundraising success begins by aligning your project with key public and private individuals, agencies and stakeholders. A checklist of valuable funding and project promotion-related alliances will be provided in addition to a list of "low-hanging fruit" i.e. Jan's 10 Funding Agencies to Contact First.

Program 3: Funding Green Buildings 201

Part 1: Funding Readiness Systems and Capital Campaign Presentation Tools

Part 2: Donor Recognition: 10 Ways to Acknowledge Your Project's Anchor Donors to Increase Donor Support

Successful fundraising programs and winning capital campaigns rely on solid planning and attractive solicitation tools. This online seminar will provide checklists, timeframes, and a wealth of sample solicitation tools and kits to assist you in "ramping up" your fundraising roadmap and achieving your goals.

Program 4: Energy Savings Performance Contracting (ESPC) and Service Agreements

Rising and unpredictable energy costs make it difficult to operate your building, manage your budget and/or secure funds for facility improvements and new energy efficient construction. As Jan will explain in this seminar, the concept behind performance contracts is simple: the building owner is able to leverage money saved on future energy and operating costs to pay for building improvements: in effect securing a line of credit as an advance against future energy savings to purchase mechanical systems and pay for other energy-related construction expenses. Performance contracting is a critical aspect to funding your green building as it offers an alternative to the traditional bid and spec process by placing the burden of performance and guaranteed results on energy service contractors. Owners can “redirect funds from their utility payments by applying the savings they realize toward facility improvements, within existing budgets and without the need for capital funding. Jan will provide sample ESPCs and sample Service Agreements.

Program 5: Funding Green Buildings 301

Part 1: Securing Major Product Donations (HVAC, Carpeting, Glazing, etc.) and Discounts for Green Buildings - The latest strategy for securing funding for commercial/public green buildings is to secure donations and/or very deep discounts of construction materials and FF & E from major corporations. Although this type of donor development can be a “tricky proposition,” Jan McAdams will take you step-by-step through all aspects of this funding arena that can amount to 20-30% of your total capital campaign goal. Sample donation request letters and agreement forms will be provided.

Part 2: Creative, Lucrative and Legal Pre-and-Post Construction Revenue Sources for Green Buildings - There are a variety of creative revenue streams that are associated with green buildings that can contribute thousands of dollars towards your buildings operating expenses. Jan will outline proven revenue sources.

ONLINE: www.fundinggreenbuildings.com

EMAIL: jan@fundinggreenbuildings.com

June 7, 2006, Agenda Item 4.H.

RESOLUTION 2006-14

RESOLUTION OF THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO PARTICIPATE IN FIVE ONLINE SEMINARS REGARDING GREEN BUILDING FUNDRAISING FOR THE COST OF \$600 FROM THE MCADAMS GROUP, WHICH SPECIALIZES IN FUNDRAISING FOR GREEN BUILDINGS IN THE UNITED STATES.

WHEREAS, the San Gabriel River Discovery Center Authority (Authority) has been established between The County of Los Angeles, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the Upper San Gabriel Valley Municipal Water District, and The Central Basin Municipal Water District to facilitate the planning, development, construction and operation of the San Gabriel River Discovery Center;

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

Therefore be it resolved, that the Authority hereby:

1. FINDS that this action is consistent with the purposes and objectives of the Authority.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS the staff report dated June 7, 2006.
4. APPROVES resolution authorizing the Executive Director to participate in five online seminars regarding green building fundraising for the cost of \$600 from the McAdams Group, which specializes in fundraising for green buildings in the United States.

~ End of Resolution ~

Passed and Adopted by the Board of the SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY on June 7, 2006.

President

San Gabriel River Discovery Center Authority

June 7, 2006

To: Governing Board Members
From: Valorie Shatynski, Executive Director
Subject: Item 5, Subcommittee Meeting Reports

- A. Stakeholder Committee & Design/Display Committee
- B. Outreach Committee
- C. Fundraising Committee